United States Court of Appeals

for the Second Circuit

APPENDIX

75-7550, 7607, 7617

B

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRDUIT

---X

REX-NORECO, INC.,

Plaintiff-Appellee
- Appellant

v.

ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR HOMES, INC., and ADAM FILIPOWSKI,

Defendants-Appellants
- Appellees.

---X

UNITED STATES COURT OF APPEALS
FILED
DEC 22 1975
A. DANIEL FUSARO, CLERK
SECOND CIRCUIT

JOINT APPENDIX

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RELEVANT TRANSCRIPT ENTRIES

DATE	PROCEEDING
April 18-74	Filed Complaint & issued summons
April 25-74	Filed order to show cause for preliminary injunction with TRO.
April 26-74	Filed plaintiff's affidavit in support of preliminary injunction
May 20-74	Filed Order for preliminary injunction. Defendants are enjoined and restrained. Order for preliminary injunction stayed for period of 10 days to afford pltf. opportunity to appeal this Order. Pltd. shall file security in the amount of $15,000. LASKER, J. (n/m).
May 21-74	Filed MEMO END on order to show cause. Motion granted per order of 5-20-74. So Ordered. LASKER, J.
July 11-74	Filed True Copy of Order & Judgment from USCA...The order of the District Court is affirmed ... Judgment Ent.7-11-74. Clerk.
Aug. 23-74	Filed pltff's Show Cause Order to punish defts. for contempt of Court.
Aug. 30-74	Filed Deft's Affidavit to the motion by pltf. to hold deft. in contempt.
Sep. 18-74	Filed Memorandum #41185...Pltf's motion to hold each of defts. in contempt will be granted as to either of the defts. who does not within ten days move under Rule 60(b) to amend our order of May 20th...in the event that either or both defts. make such a motion, the court will set the matter down for the completion of the evidentiary hearing as to the bona fides of the transfer of Parksville from Isidore Goodstein to Filipowski. It is so ordered. LASKER, J (n/m).
Sep. 20-74	Filed Deft's Notice of Motion for an Order modifying an Order of this Court ... ret. 10-2-74.
Oct.2-74	Filed Pltf's affid. in support of its motion to punish defts. (Exhibits A & B & B2).
Oct.10-74	Filed Deft's affid. in reply to affid. of Lenore D. Kalmus.
Nov.8-74	Filed Ordered that the deft., Parksville Mobile Modular, Inc. is hereby adjudicated to be in civil contempt of this Court, and Parksville is hereby ordered to remove mobile homes from its present sales location, or from any other location within 200 mile radius of Loch Sheldrake, until the Preliminary Injunction is vacated or expires... to notify the Court and Pltf. 10 days prior to any change in Parksville's stock ownership of mgmt...and that deft., Parksville Mobile Modular, Inc. shall forthwith pay pltf. $2,000 plus $70.30 as attys. fees and disbursements necessitated by this contempt proceeding and shall hereafter pay such fine as is determined by further order of this Court...LASKER, J. m/n.
Dec.8-74	Filed pltf.'s affdvt. & Show Cause Order to punish deft. for Contempt of Court (Parksville Mobile Modular) ret. 12-10-74.

DATE	PROCEEDING
Dec.8-74	Filed deft.(Goodstein)affdvt,in opposition to Show Cause Order.
Dec.16-74	Filed Deft.Parksville Mobile Modular, Inc.'s ANSWER.
Dec.26-74	Filed Defts' Parksville & Filipowski's Answers to amended and supplemental Compltd.
Jan.2-75	Filed Endorsement on letters to Judge Lasker...Pltf's motion...to file a supplem. & amended complt.is granted ...It is so ordered...LASKER, J. m/n.
Jan.8-75	Filed AMENDED & SUPPLEMENTAL COMPLAINT.
Jan.9-75	Filed Order Awarding Add'l damages for Contempt...Judgm. #75,042...Ordered that deft., Parksville Mobile Modular, Inc. is hereby ordered to pay add'l damages to plft. of $2455.00 w/in 3 bsns. days following notice of entry of this Order. LASKER, J. Judgm. entered 1-10-75, Clerk.
Jan.15-75	Filed detf. Goodstein's Answer to amend.& supp'l complt.
Feb.28-75	Filed Pltf's Notice of motion for Order Adjudicating that deft.I.Goodstein acted in contempt of Prel. Inj. ent. by the Court on 5-20-74...ret. No Date Supplied.
March 31-75	Filed Deft.I Goodstein's affdvt.by M.E.Arroll,in opposition to pltf's motion for an adjudication of contempt...
April 7-75	Filed Order Permanently Vacating Injunct...Ordered..that the Prel. Inj. dated 5-20-74 is hereby permanently vacated on merits, on condit. that deft. post bond in amt. of $4,000 in favor of pltf. to secure payment of its costs and attys. fees for deft's civil contempt, in accord. w. our Memorandum to be filed hereafter...LASKER, J. m/n.
April 16-75	Filed Affdvt. by J.F.Martin,atty.for defts. Parksville & Filipowski, in opposition to motion of plft. requesting that defts. be adjudicated in contempt.
April 16-74	Filed Opinion #42255...To Sum up: Pltf's motion to hold deft's in contempt is granted to following extent:(a) Goodstein & Parksville are held in contempt for all sales (apart from those on which we ruled on orig. motion) which were contracted for by Parksville aft. effective date of the prel. inj.; (b) Filipowski is held in contempt for all sales made by Parksville aft.7-30-74; (c) Rex is entitled to Judgm. against all defts. for its costs and attys. fees in connect. w. present motion, & is directed to submit proof of amt. of such costs and fees w/in 10 days of the date of this memo. Parksville is relieved from any liability for compensatory damages as specified in the Order on the earlier motion for contempt. The Court will refer the question of deft's crim. contempt to U.S. Atty for this District. Submit judgm. & Order on notice ... LASKER, J. m/n
June 11-75	Filed Order of Civ. Contempt of Court Judgm.#75,523... Ordered that each defts., I.Goodstein,Parksville Mobile Modular Homex,Inc. & Adam Filipowski have committed a civil contempt of this Court for their failure & refusal to comply w. 5-20-74 prel.inj...and that Goodstein &Parksville are held in contempt for all sales...which were contracted for by Parksville aft. effect. date of prel. inj... and Filipowski is held in contempt for all sales made by Parksville aft.7-20-75...and that pltf. has (Continued...)

DATE	PROCEEDING
	sustained no damages and is not entitled to any compensatory damages but is entitled to $1,000 representing attys fees. & costs for counsels' svce...and defts., or any of them are hereby ordered to pay to plft. the sum of $1,000 representing attys fees & Costs...and that the order of this Court dated 11-7-74 is vacated to extent that pltf. is not entitled to compensatory damages, and deft.,Parksville is relieved from any liab. for compensatory damages ...LASKER, J. m/n. Judgm. entered 6-12-75 Clerk.
June 11-75	Filed Judgm.#75,524...Ordered that plft.Rex-Noreco, recover from deft. I.Goodstein the aggregate sum of $3,816.02 representing amt. of tel. charges incurred by pltf. in connect.w. deft. Goodstein's organiz. of Parksville Mobile Modular Homes, Inc. & the amt. of moving expenses & severance payments voluntarily pd. by pltf. to deft. Goodstein on 2-7-74 w. interest thereon from 2-7-74 at rate of 6% as provided by law...and that plft. take nothing as damages in respect of the claims asserted in the Amended Compl. as against deft. Parksville Mobile & deft. Filipowski and that no party recover costs as against any other party hereto ... LASKER, J. m/n. Judgm. entered 6-12-75 Clerk. ent. 6-16-75.
June 25-75	Filed Deft.I.Goodstein's Notice of Appeal to USCA from final judgm. ent. 6-12-75.
June 25-75	Filed Supersedeas Bond #M 95 11 81, in amt. of $4,485.78 by Ins. Co. of No. Am.
June 25-75	Filed Defts.Parksville Mobile Modular & A.Filipowski's Notice of Appeal to USCA from order dated 6-10-74 and ent. 6-12-75.
July 10-75	Filed pltf's notice of cross-appeal from that portion of final judgm. ent. 6-12-75 denying pltf. recovery of $15,000 pd. to deft. I.Goodstein in respect of pltf's Pension & Profit Sharing Plans...

SUMMONS IN A CIVIL ACTION

CIV. 1 (2-61)
(Formerly D. C. Form No. 45 Rev. (6-49))

United States District Court

FOR THE

SOUTHERN DISTRICT OF NEW YORK

CIVIL ACTION FILE NO. 74 Civ. 1728

REX-NORECO, INC.

Plaintiff

v.

ISIDORE GOODSTEIN, and
PARKSVILLE MOBILE MODULAR, INC.

Defendants

SUMMONS

To the above named Defendants:

You are hereby summoned and required to serve upon

FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

plaintiff's attorney , whose address is

477 Madison Avenue, New York, N.Y.

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Raymond F. Burghardt
Clerk of Court.

J. Barry Edwards
Deputy Clerk.

Date: New York, N.Y.
April 18, 1974

[Seal of Court]

NOTE:—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

C-4/10/74

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - X

REX-NORECO, INC., Plaintiff,

-against-

ISIDORE GOODSTEIN, and
PARKSVILLE MOBILE MODULAR, INC.

Defendant.

- - - - - - - - - - - - - - - - - X

74 Civ.

COMPLAINT

Plaintiff, Rex-Noreco, Inc. complaining of defendants Isidore Goodstein and Parksville Mobile Modular, Inc. by their attorneys Finley, Kumble, Heine, Underberg & Grutman allege upon information and belief that:

FIRST CLAIM FOR RELIEF

1. Jurisdiction is based upon diversity of citizenship and the amount in controversy being in excess of $10,000.

2. Plaintiff, Rex-Noreco, Inc. ("REX") is a corporation organized and existing under the laws of the State of New Jersey with its principal office in Englewood Cliffs, New Jersey.

3. Defendant Isidore Goodstein ("GOODSTEIN") is a resident of the Southern District of New York.

4. Defendant Parksville Mobile Modular, Inc. ("PARKSVILLE") is a corporation organized and existing under the laws of the State of New York with its principal office in the Southern District of New York.

5. REX is a public corporation listed on the American and Pacific Coast Stock Exchanges. At present and for some time past REX is and has been engaged: (i) in furnishing

various services to institutional lenders in connection with loans made by such lenders to mobile home dealers and their retail customers; (ii) in furnishing financing to mobile home dealers and their retail customers; and (iii) in the operation of mobile home retail sales lots at selected locations.

6. During the fiscal year end July 31, 1973 retail sales of mobile homes by mobile home sales lots owned or operated by REX (or by REX subsidiaries) accounted for approximately 22 percent of the $10,000,000 total revenues of REX and its subsidiaries on a consolidated basis. The successful operation of these sales lots is important to REX not only for the substantial revenues which these sales lots generate, but also because these sales lots serve as the outlets through which REX sells repossessed mobile homes for its lending institution clients pursuant to service obligations to those clients.

7. GOODSTEIN began his employment with REX in November, 1965 as a sales lot manager. GOODSTEIN remained continuously in REX's employ until on or about February 5, 1974, when GOODSTEIN sent in notice of termination of his employment to REX. At the time that GOODSTEIN resigned from REX's employ, and for some time prior thereto, he was a Vice President of REX and was paid a salary of approximately $30,000.00 per year plus substantial fringe benefits consisting of stock options and the like.

8. During the years that GOODSTEIN was employed by REX in the course of, and as part of his duties with REX, GOODSTEIN received training in and exposure to those factors

material and relevant to successful selection and operation of mobile home retail sales lots. The operation of the mobile home retail sales lots industry is a specialized and unique business which has characteristics differentiating it from other retail operations. Particularly after his promotion to an executive position with REX, GOODSTEIN also received confidential information, trade secrets and know-how relating to the retailing and other facets of mobile home operations generally and to the operations of REX in particular, which had been developed by REX over the years.

9. Included in the exposure to confidential information, trade secrets and know-how of REX which GOODSTEIN received were specialized sources of new and used mobile homes; methods for merchandising new and used mobile homes with maximum effectiveness; information relating to the selection of sites for mobile home retail sales outlets particularly in the Sullivan County, New York area; the operating results of various retail sales outlets operated by REX; and methods and sources for financing new and used mobile home inventories. Indeed GOODSTEIN reached the point with REX where it was his responsibility to select sites for REX operated retail outlets in areas as diverse as Williamsport, Pennsylvania; Ellenville and Loch Sheldrake, New York; Wilson, North Carolina; and Jacksonville, Florida.

10. On or about August 14, 1970 by reason of the ever increasing amount of confidential information, trade secrets and know-how to which GOODSTEIN was becoming privy by reason of his employment, and as an inducement to REX to con-

tinue him in such employment, GOODSTEIN signed an agreement with REX, copy of which is annexed hereto as Exhibit "A". Said agreement has been continuously in force and effect since that time except that GOODSTEIN terminated his employment thereunder on or about February 5, 1974. Plaintiff has performed all of its obligations under said agreement.

11. Said agreement provided in pertinent part that during the period of GOODSTEIN's employment by REX GOODSTEIN would devote his "entire time" to his employment by REX and could not have "a financial or beneficial interest in any business or enterprise engaged in the same or similar business" to that of REX. Said agreement further contained the restrictions hereinafter set forth (as modified by a letter of interpretation of even date therewith also annexed hereto as Exhibit B) on GOODSTEIN's activities for a two year period following termination of GOODSTEIN's employment with REX within a two hundred mile radius of REX's retail sales locations existing on August 14, 1970 or on the date of such termination of employment.

> "3. the EMPLOYEE agrees that on the termination of its employment, for any reason whatsoever, he will not for (2) two year (s) thereafter engage, either directly or indirectly, in any business or employment similar to or competitive with the business of the EMPLOYER, nor will he within said period of time divert or attempt to divert from the EMPLOYER, or any business or concern represented by it, any business whatsoever, particularly by influencing or attempting to influence any of the customers or business contacts of the EMPLOYER. The EMPLOYEE agrees to the foregoing covenants and restrains as to his activities upon the termination of his employment, recognizing the irreparable damage which will or may result to the EMPLOYER in the event of a breach of these covenants and restraints. The EMPLOYEE further agrees that in the event of such breach, the EMPLOYER shall be entitled, in addition

to any other remedies and damages available to it by law, to a preliminary restraint and temporary and permanent injunctions to restrain the violation by the EMPLOYEE of such covenants and restraints."

12. The aforementioned covenants agreed to by GOODSTEIN that he would devote his full time to the interests of REX and would not hold an interest in any competitive business while in the employ of REX, and that for a two year period after termination of his employment GOODSTEIN would not compete with REX, were material and valuable parts of said agreement of employment inserted hterein and intended for the protection of REX against the unfair competition of GOODSTEIN and against the use or disclosure by GOODSTEIN of the confidiential information, trade secrets and know-how obtained by GOODSTEIN by reason of his employment and executive position with REX.

13. During the last several months while employed by REX, and after he terminated his employment with REX on February 5, 1974, GOODSTEIN knowingly violated and continues to violate the terms and provisions of said agreement. More specifically, on November 26, 1973, while still employed by REX, GOODSTEIN caused PARKSVILLE to be incorporated under the laws of the State of New York, with GOODSTEIN being the principal officer and shareholder thereof, for the purpose of engaging in the mobile home business in competition with REX.

14. Furthermore, GOODSTEIN through PARKSVILLE, is presently making and has made arrangements to own and operate a mobile home retail sales outlet in Sullivan County, New York, within seven miles of the Loch Sheldrake, New York location of a REX mobile home retail sales outlet. In this region

and in this type of business the two outlets will clearly be in direct competition. The extent of conflict and abuse of confidential information in the selection of this location by GOODSTEIN for PARKSVILLE's mobile home retail sales outlet is indicated by the fact that it was GOODSTEIN who, while in the employ of REX, selected the Loch Sheldrake site for the REX outlet. He has used and will wrongfully use that information in opening and operating a competing outlet in violation of the express terms and conditions of the agreement under which he was employed as a senior officer of REX.

15. If this conduct is permitted to continue REX will suffer irreparable injury in terms of loss of retail business, interference with proper performance of service obligations to lending institution clients and harm to good will developed over the years. REX has no adequate remedy at law.

SECOND CLAIM FOR RELIEF

16. Plaintiff repeats and realleges each and every allegation of Paragraph "1" through "14" inclusive.

17. By reason of the foregoing wrongful acts of defendants, defendants have and will wrongfully and improperly obtain profits which but for the wrongful acts of defendants would have been earned by plaintiff. Plaintiff asks that an accounting be rendered it as to the moneys wrongfully earned by defendants and that said moneys be paid over to plaintiff.

THIRD CLAIM FOR RELIEF

18. Plaintiff repeast and realleges each and every allegation of Paragraphs "1" through "14" inclusive.

19. By reason of the foregoing plaintiff has been damaged in an amount not less than $250,000

FOURTH CLAIM FOR RELIEF

20. Plaintiff repeats and realleges each and every allegation of Paragraphs "1" through "14" inclusive.

21. Such facts were deliberately and willfully concealed by GOODSTEIN from REX at the time he left REX's employ for the purpose of enabling him to wrongfully obtain a distribution from the Rex Pension Plan and Profit Sharing Trust ("the Pension Plan") in the amount of $15,041 which was paid to or applied for GOODSTEIN's benefit. At the time that GOODSTEIN terminated his employment with REX the express rules governing the Pension Plan contained provisions that an employee was entitled to be paid the percentage of the fund attributable to him upon termination of employment only if, at the time of such termination, he had adhered to all of the terms and conditions of his employment and had not taken action adverse to REX or engaged directly or indirectly in a competitive business in violation of his employment obligation undertaken to REX. The formation of the defendant, PARKSVILLE by GOODSTEIN (while still in the employ of REX) for the purpose of competing with REX in the mobile home business was a deliberate and willful violation of the employment agreement which was concealed by GOODSTEIN from REX to prevent REX from finding out that there were grounds requiring REX to refuse to make payment to GOODSTEIN of the $15,041 from the Rex Pension Plan which in fact were paid out to GOODSTEIN.

22. By reason of the foregoing REX has been damaged in the amount of $15,041.

WHEREFORE, plaintiff prays for judgment:

(a) on the first claim for an injunction permanently and temporarily enjoining defendants, and each of them, from any violation of the employment agreement;

(b) on the second claim for an accounting for lost earnings from both defendants.

(c) on the third claim for damages against both defendants in the amount of $250,000;

(d) on the fourth claim for damages against the defendant GOODSTEIN in the amount of $15,041

and for such other and further relief which to the Court may seem just and proper together with the costs and disbursements of this action.

FINLEY, KUMBLE, HEINE,
UNDERGERG & GRUTMAN

Attorneys for Plaintiff
477 Madison Avenue
New York, N.Y. 10022

By Herbert F. Roth
Herbert F. Roth,
A Member of the Firm

Dated: New York, N.Y.
April 18, 1974

AGREEMENT

AGREEMENT, made this 14th day of August 1970, by and between REX-NORECO, INC. (including any wholly or partially owned subsidiary or allied business venture in which Rex-Noreco has a substantial interest), having its offices and principal place of business at 616 Palisade Avenue, Englewood Cliffs, New Jersey, (hereinafter referred to as the "EMPLOYER"), and

ISIDORE GOODSTEIN, ~~[illegible]~~ Seven Springs Rd., Monroe, New York

residing at

(hereinafter referred to as the "EMPLOYEE");

WITNESSETH:

1. In consideration of the same EMPLOYER hiring and employing said EMPLOYEE, the EMPLOYEE agrees to devote his entire time, skill, labor and attention to said employment, subject always to direction and control of the EMPLOYER, and to engage in such work and to perform such services at such times and places as the EMPLOYER may direct in connection with its business.

EXHIBIT "A"

In addition, the EMPLOYEE, during the term of this Agreement, shall not have a financial or beneficial interest in any business or enterprise engaged in the same or similar business to that of the EMPLOYER.

The EMPLOYEE shall transfer, set over and assign to the EMPLOYER, any and all inventions or improvements that EMPLOYEE may develop, make, invent, acquire or suggest during the term of such employment.

2. This Agreement shall be in effect for an indefinite period of time; provided, however, that the employment herein provided may be terminated by either party for cause at any time without notice, and by either party without cause on thirty (30) days written notice to the other as provided hereinafter. Termination of employment by either party, whether or not for cause, shall, however, be subject to all terms of this Agreement including, but not limited to the terms of Paragraph 3 hereof with respect to the non-competition provision of this Agreement. In addition, upon

termination with or without cause the EMPLOYEE shall transfer, set over and assign to the EMPLOYER, all property of the EMPLOYER, including, but not limited to, any and all books, records and documents of any nature whatsoever, either belonging to or derived from the business, books, records, and documents of the EMPLOYER.

3. The EMPLOYEE agrees that on the termination of its employment, for any reason whatsoever, he will not for (2) two year (s) thereafter engage, either directly or indirectly, in any business or employment similar to or competitive with the business of the EMPLOYER, nor will he within said period of time divert or attempt to divert from the EMPLOYER, or any business or concern represented by it, any business whatsoever, particularly by influencing or attempting to influence any of the customers or business contacts of the EMPLOYER. The EMPLOYEE agrees to the foregoing covenants and restraints as to his activities upon the termination of his employment, recognizing the irreparable damage

which will or may result to the EMPLOYER in the event of a breach of these covenants and restraints. The EMPLOYEE further agrees that in the event of such breach, the EMPLOYER shall be entitled, in addition to any other remedies and damages available to it by law, to a preliminary restraint and temporary and permanent injunctions to restrain the violation by the EMPLOYEE of such covenants and restraints.

4. Any notice required or permitted to be given under this Agreement, shall be in writing and shall be delivered either personally or by certified mail, return receipt requested, to the EMPLOYEE, or in the case of the EMPLOYER, to its principal place of business and to the attention of the President.

5. The failure of the EMPLOYER to enforce at any time or for any period of time, any one or more of the covenants and restrains of this Agreement shall not be deemed a waiver of the EMPLOYER'S rights to enforce each and every covenanant and restraint of this Agreement and should any portion of this Agreement, for any

reason, the waiver by either party of a breach of any provisions of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by such other party.

6. This Agreement shall be construed in accordance with the laws of the State of New Jersey. The parties consent to the jurisdiction of the courts of the State of New Jersey and to that end appoint and constitute Corporation Trust Company, Jersey City, New Jersey, as their respective agents for service of process and conferring of jurisdiction over the parties and subject matter of this Agreement. Such jurisdiction shall be deemed to include jurisdiction for preliminary restraints and injunctive relief.

7. Any agreement or arrangement whereunder the said EMPLOYEE has heretofore been employed by said EMPLOYER is cancelled, released and discharged as of this date.

REX-NORECO, INC.

By [signature]

MARK A. SALITAN, President

[signature]

EMPLOYEE

I have read this Agreement and understand its terms, particularly those provisions of Paragraph 3, pertaining to the non-competitive provision hereof. I acknowledge receipt of a copy of this Agreement.

EMPLOYEE

Rex-Noreco, Inc.

EXECUTIVE OFFICES
615 PALISADE AVENUE
ENGLEWOOD CLIFFS. NEW JERSEY 07632
TELEPHONE: (201) 567-6300

August 14, 1970

Mr. Isidore Goodstein
Little Britain Mobile Home Sales Inc.
Box 68
Rock Tavern, New York

Dear Izzy:

The Agreement that you signed with us on August 14, 1970 does not prevent you, should you leave our employ, from going into the mobile home sales business, providing the sales operation you might go into is located more than a two-hundred (200) mile radius from any of our existing sales locations or ones that we may open in the future.

Most cordially yours,

Mark A. Salitan
President

MAS:rr

ACCEPTED AND APPROVED by Isidore Goodstein

EXHIBIT "B"

A F F I D A V I T

State of New York)
: ss.:
County of New York)

MARK A. SALITAN, being duly sworn, deposes and says:

1. I am the President and Chief Executive Officer of REX-NORECO, INC., ("Rex"), the plaintiff herein, located at 616 Palisade Avenue, Englewood Cliffs, New Jersey, and I am fully familiar with the business affairs of one of our subsidiaries, LOCH SHELDRAKE MOBILE HOME SALES, INC., (hereinafter called "Loch Sheldrake") at Loch Sheldrake, New York.

2. The business of Rex is arranging and financing between lenders and mobile home dealers, financing mobile home dealers and insuring the interests of the lenders and the retail purchasers of mobile homes.

3. As an adjunct and important support company to the main business affairs of Rex, a retail sales subsidiary called Loch Sheldrake Mobile was incorporated by us on January 28, 1969, to sell at the retail level new and used mobile homes at a certain location in Fallsburg, New York (sometimes called Loch Sheldrake, New York). This location has always and does now handle, among other mobile homes, any repossessions or inventory of a dealership who may be in default between all the various lending banks with whom Rex has service agreements.

4. Although in March, 1973 Loch Sheldrake sold the land in Fallsburg, New York on which its mobile home sales operations had been conducted, and certain new mobile homes and personalty connected with the operation of that sales

location, Loch Sheldrake did not at that time nor has it since sold its business or goodwill. Nor has Loch Sheldrake ceased or even interrupted the conduct of a mobile home retail sales business at the Fallsburg location. As demonstrated by Exhibit A annexed hereto, Loch Sheldrake has continued to advertise for the retail sale of mobile homes from the Fallsburg location under its own name. Moreover, Loch Sheldrake has completed a substantial number of retail sales of mobile homes from the Fallsburg location during the period from April 1, 1973 to date.

5. The continued existence of Loch Sheldrake and the continued operation by it of a retail mobile home sales operation from the Fallsburg location is further established by advertising in the classified telephone directories for the area in which the sales lot is located, by financial records and books of account and by franchise tax returns filed by Loch Sheldrake with the State of New York.

6. In view of the fact that defendats' defense to the claims asserted in the Complaint and to plaintiff's prayer for injunctive relief is fundamentally based on the demonstrably erroneous factual assertion that Loch Sheldrake is no longer engaged in the retail sale of mobile homes in the Fallsburg/Loch Sheldrake area and that Rex is thus no longer engaged directly or through its subsidiary in such business in that area and, extended demonstration that the assertions in the Goodstein Affidavit concerning his relationships with Rex and with myself are also replete with misstatements does not seem warranted. However, in the context of the pending motion to this Court as a court of equity, it does seem appropriate to point out that the Goodstein Affidavit is in

error in claiming that Goodstein was fired by Rex in November, 1973. In fact Goodstein was and continued in the employ of Rex until February 5, 1974 at which time he voluntarily resigned from that employ without ever having disclosed his prior activities or then existing plans to enter into the business of selling mobile homes at retail in the Fallsburg/Loch Sheldrake area.

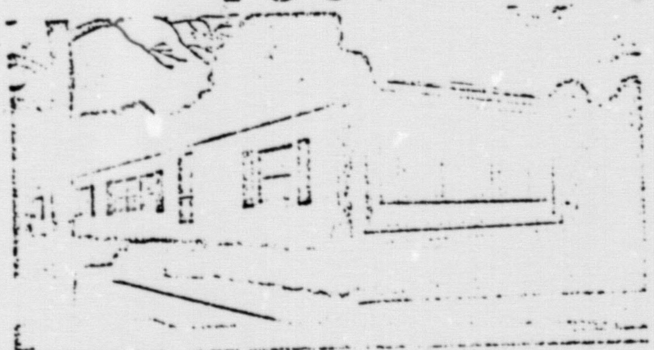
MARK A. SALITAN

Sworn to before me this
25th day of April, 1974.

Notary Public

HERBERT F. ROTH
Notary Public, State of New York
No. 31-3572163
Qualified in New York County
Commission expires March 14, 1975

100% Financing Available



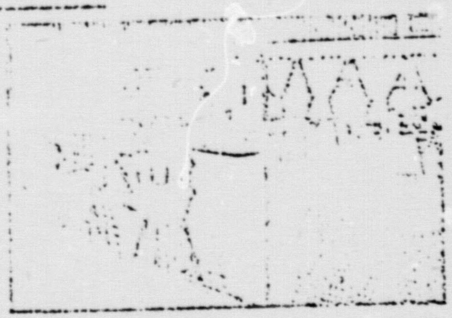
Complete Delivery & Setup Free . . .

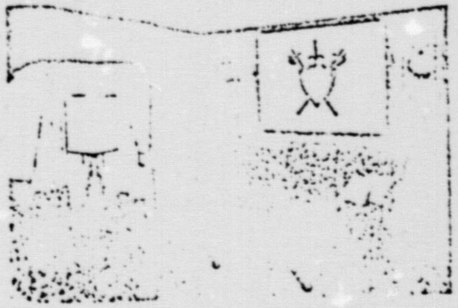
(within 100 miles)

Due to the energy shortage of today plus the cost of living rising daily many families are looking for ways and means of cutting their expenses.

We at Loch Sheldrake Mobile Homes believe we have the answer. We can put you in a new mobile home or a used mobile home for less than $100 per month with little or no down payment. It has been a known fact for years that mobile home living is thrifty. You can buy a completely furnished, modern, comfortable, and quality home for less than some expensive cars with payments less than your car payment probably.

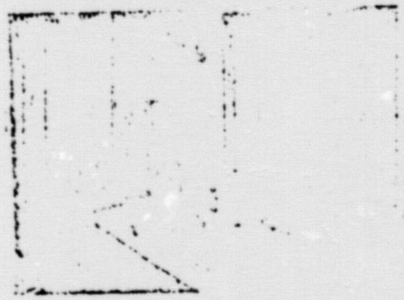
All homes are insulated for this area and have heating compatable to below 0° Temperatures. With 15 years experience *(living in mobile homes), (selling mobile homes), (working with mobile home owners)*, I feel qualified to advise anyone on their housing needs! "Why rent when you can live cheaper in your own mobile home."





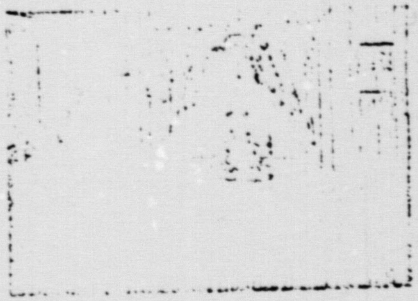
0303	1963 Marianna, 3 bedroom 60x12	as low as $31.36 per month
0304	1970 New Port, 3 bedroom 55x12	as low as $81.56 per month
s206	1970 Hometle, 3 bedroom 60x12	as low as $81.36 per month
s207	1969 Hometle, 3 bedroom 64x12	as low as $73.70 per month
s211	1965 Fleetwood, 3 bedroom 55x10	as low as $53.65 per month
s215	1971 Hometle, 2 bedroom 60x12	as low as $80.71 per month
s214	1970 Detroiter, 2 bedroom 60x12	as low as $51.36 per month
s215	1970 General, 2 bedroom 64x12	as low as $60.71 per month
w206	1974 Syhvan, 3 bedroom 64x12	as low as $114.65 per month
w203	1974 Syhvan, 3 bedroom 70x12	as low as $88.81 per month
w201	1973 Buddy, 3 bedroom 60x12	as low as $65.75 per month
w171	1972 Style Craft, 2 bedroom 60x12	as low as $98.00 per month

All monthly payments quoted as minimum down payment



Free! Stereo or Portable TV with Purchase of Any Home in the Month of December

(under consideration)



Loch Sheldrake Mobile Homes

Rt. 52 & Divine Corners Rd. Loch Sheldrake 914-434-5832

22

LOCH SHELDRAKE MOBILE HOME SALES, INC.

QUALITY AT FAIR PRICES

All homes completely furnished Delivered, Set up, New & used

Up to 12 Years Financing Little or no down payment

15 USED HOMES IN STOCK

Must Go At Little Or No Profit Used Homes Starting At $1800.00 New Homes Starting At $5700.00

2, 3, & 4 Bedroom Models On Display For Immediate Delivery, We Are Open Year Round To Service What We Sell.

LOCH SHELDRAKE MOBILE HOME SALES, INC.

RT. 52, DIVINE CORNERS RD., LOCH SHELDRAKE, N.Y. (914) 434-6032

[illegible]

QUALITY AT FAIR PRICES

All homes completely furnished Delivered, Set up. New & used

Up to 12 months Financing Little or no down payment

NEW	USED
W171 76 x 12 Stylecraft 2 BEDROOM, SPACIOUS ~~Was $7995.00~~ now $6462.75	S207 1969 Homette 60 x 12 4 BEDROOM, EXCELLENT CONDITION NEW FURNITURE THROUGHOUT ~~Was $5000.00~~ now $4000.00
W206 1974 Sylvan 64 x 12 Super deluxe 3 BEDROOM BEAUTIFUL ~~Was $8495.00~~ now $7493.00	S211 1965 Fleetwood 55 x 10 3 BEDROOM, FAIR CONDITION, NEW FURNITURE ~~Was $3500.00~~ now $3000.00

[illegible] of [illegible]

with purchase of home during month of December Two months FREE rent with new homes at LITTLE BRITAIN ESTATES

Visit Chubby Chuck Clauss

NO MONEY DOWN

[illegible], INC.

[illegible] (914) [illegible]

[illegible]

NEW

- #W206 — SUPER DELUXE — 1974 [illegible] — 64 X 12 — WAS $~~7,495.~~ — NOW $7,[illegible]
- #W208 — SPECIAL — 1974 [illegible] — 3 Bdrm. 60 X 12 — WAS $~~5,950.~~ — NOW $[illegible]
- #W201 — SPECIAL — 1973 [illegible] — 3 Bdrm. 60 X 12 — WAS $~~5,795.~~ — NOW $[illegible]
- #W171 — MUST GO — 1972 [illegible] — 2 Bdrm. 70 X 12 — WAS $6,595. — NOW $[illegible]

USED

- #0504 — 1970 [illegible] — 3 Bdrm. — Completely Furnished, New Furniture — VERY GOOD CONDITION — $~~5,000.~~ NOW $[illegible]
- #5192 — SOLD — 1969 [illegible] (ELITE) — 60 X 12 — Completely Furnished with New Furniture — $[illegible]
- #0302 — [illegible] — 10 X 55 — GOOD CONDITION — $~~2,500.~~ NOW $2,[illegible]
- #0208 — SOLD — [illegible] — 10 X 55 — Tip Out — POOR CONDITION — $[illegible]

We Are Open All Year [illegible], We Deliver All Year Round,

We Service [illegible], [illegible] Or Snow, Ice Or [illegible].

Instant On The Spot [illegible] Up To 12 Years Available

25

NO MONEY DOWN

LOCH [illegible] HOME SALES, INC.

[illegible]

NEW			USED		
#W206 SUPER DELUXE	1974 SYLVAN 64 X 12	WAS $[illegible] NOW $7,[illegible]	#0304 [illegible] CONDITION	1970 [illegible] Completely Furnished, New Furniture	3 Bdrm. $5,[illegible]
#W208 SPECIAL	1974 SYLVAN 3 Bdrm. 60 X 12	WAS $[illegible] NOW $[illegible]	#5192	[illegible] (ELITE) Completely Furnished with New Furniture	60 X 12 $[illegible]
#W201 SPECIAL	1973 [illegible] 3 Bdrm. 60 X 12	WAS $[illegible] NOW $5,[illegible]	#0302 GOOD CONDITION	CONESTOGA	10 X 55 $2,[illegible]
#W171 MUST GO	1972 STYLECRAFT 2 Bdrm. 70 X 12	WAS $[illegible] NOW $[illegible]	#0208	[illegible] Tip Out POOR CONDITION	10 X 55 $[illegible]

We Are [illegible] All Year [illegible] All Year Round,

We Service [illegible] We Sell, In [illegible] Or Snow, Ice Or [illegible].

Instant [illegible]

MOBILE HOME SHOPPING CENTER, DISCOUNT PRICES TO ALL.

SERVICE

[illegible]

[illegible]

Route 52 & Divine Corners Loch Sheldrake, N.Y. 914-434-5832

9 to 9 WEEKDAYS 9 to 5 SATURDAYS

ALL HOMES NEW & USED

PURCHASED IN OCTOBER, WILL BE COMPLETELY FURNISHED, DELIVERED & SET UP. OCTOBER SHOW FALL SPECIAL FREE 2 MONTHS RENT IN LITTLE BRITAIN ESTATES WITH ANY NEW MOBILE HOME PURCHASED IN OCTOBER.

WE SELL NEW & USED QUALITY MOBILE HOMES AT A PRICE ANYONE CAN AFFORD.

NO DOWN PAYMENT PROBLEMS

ALL PRICES POSTED IN HOMES, NO HIDDEN CHARGES.

SPECIAL

NEW 12X70 STYLE CRAFT W171 2 Bedroom, Roomy Was $7595.00 NOW $[illegible].75	10 X 55 WOLVERINE POOR CONDITION $[illegible]. AS IS

[illegible]

Swan Lake Road Route 52 Liberty, N.Y. 914-292-8785

100 FEET / 50 FEET

WATER	BLOCKS
SEWAGE	PICKED UP 50 MILE RADIUS
GARBAGE	SET UP

All Furnished, At No EXTRA COST To You.

FULL 50' x 100' LOTS BEAUTIFULLY LANDSCAPED SWIMMING POOL OPEN

RESIDENT MANAGER LIVES IN PARK FOR YOUR CONVENIENCE

OCTOBER SPECIAL

10 CHOICE SITES AVAILABLE FREE PICKUP & SET UP ON OUR BLOCKS, WATER, SEWAGE, GARBAGE, FURNISHED AT A REASONABLE MONTHLY RATE

CALL TODAY, DON'T DELAY: 292-8785

MOBILE HOME SHOPPING CENTER, DISCOUNT PRICES TO ALL.

SERVICE

WATCH FOR NEXT WEEKS AD!

[illegible]

[illegible]

Route 52 & Divine Corners Loch Sheldrake, N.Y. 914-434-5832

9 to 9 WEEKDAYS 9 to 5 SATURDAYS

ALL HOMES NEW & USED

PURCHASED IN OCTOBER, WILL BE COMPLETELY FURNISHED, DELIVERED & SET UP. OCTOBER SHOW FALL SPECIAL FREE 2 MONTHS RENT IN LITTLE BRITAIN ESTATES WITH ANY NEW MOBILE HOME PURCHASED IN OCTOBER.

WE SELL NEW & USED QUALITY MOBILE HOMES AT A PRICE ANYONE CAN AFFORD.

NO DOWN PAYMENT PROBLEMS

ALL PRICES POSTED IN HOMES, NO HIDDEN CHARGES.

SPECIAL

NEW 12X70 STYLE CRAFT W171 2 Bedroom, Roomy Was $7595.00 Completely furnished delivered & set up. NOW $6562.75	10 X 55 [illegible] POOR CONDITION $500. AS IS

[illegible] MOBILE HOME ESTATES

Swan Lake Road Route 52 Liberty, N.Y. 914-292-8785

100 FEET / 50 FEET

WATER	BLOCKS
SEWAGE	PICKED UP [illegible] RADIUS
GARBAGE	SET UP

All Furnished, At No EXTRA COST To You.

FULL 50' x 100' LOTS BEAUTIFULLY LANDSCAPED SWIMMING POOL OPEN

RESIDENT MANAGER LIVES IN PARK FOR YOUR CONVENIENCE

OCTOBER SPECIAL

10 CHOICE SITES AVAILABLE FREE PICKUP & SET UP ON OUR BLOCKS, WATER, SEWAGE, GARBAGE, FURNISHED AT A REASONABLE MONTHLY RATE

CALL TODAY, DON'T DELAY· 292-8785

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MOBILE HOME SHOPPING CENTER, DISCOUNT PRICES TO ALL.

MONEY

Friendly, Courteous, and Intelligent Attention

LOCH SHELDRAKE MOBILE HOMES

Has financing available to ALL

- with up to 12 years to pay
- Very small down payment on new homes
- Little or no down payment on used homes

RT. 52, DIVINE CORNERS, LOCH SHELDRAKE, N.Y. (914) 434-[illegible]

MOBILE HOME SHOPPING CENTER, DISCOUNT PRICES TO ALL.

SERVICE

Route 52 & Divine Corners Loch Sheldrake, N.Y. 914-434-5032
9 to 9 WEEKDAYS 9 to 5 SATURDAYS

ALL HOMES NEW & USED

PURCHASED IN OCTOBER, WILL BE COMPLETELY FURNISHED, DELIVERED & SET UP. [illegible] 2 [illegible] INSTALLED WITH ANY NEW MOBILE HOME PURCHASED IN OCTOBER.

WE SELL NEW & USED QUALITY MOBILE HOMES AT A PRICE ANYONE CAN AFFORD.

NO DOWN PAYMENT PROBLEMS

ALL PRICES POSTED IN HOMES, NO HIDDEN CHARGES.

SPECIAL

NEW 12X70 STYLE CRAFT W171	10 X 55 [illegible]
2 Bedroom, Roomy Was $7995.00	POOR CONDITION
NOW $[illegible]32.75	$[illegible] AS IS

Swan Lake Road Route 52 Liberty, N.Y. 914-292-3785

← 100 FEET →	
WATER	BLOCKS
SEWAGE	PICKED UP [illegible] MILE RADIUS
GARBAGE	SET UP

50 FEET

All Furnished, At No EXTRA COST To You.

FULL 50' x 100' LOTS BEAUTIFULLY LANDSCAPED SWIMMING POOL OPEN

RESIDENT MANAGER LIVES IN PARK FOR YOUR CONVENIENCE

OCTOBER SPECIAL

10 CHOICE SITES AVAILABLE FREE PICKUP & SET UP ON OUR BLOCKS. WATER, SEWAGE, GARBAGE, FURNISHED AT A REASONABLE MONTHLY RATE

CALL TODAY, DON'T DELAY· 292-3785

30

MOBILE HOME SHOPPING CENTER, DISCOUNT PRICES TO ALL.

SERVICE

Route 52 & Divine Corners Loch Sheldrake, N.Y. 914-434-5032

9 to 9 WEEKDAYS 9 to 5 SATURDAYS

ALL HOMES NEW & USED

PURCHASED IN SEPTEMBER, WILL BE COMPLETELY FURNISHED, DELIVERED & SET UP. WE WILL FURNISH BLOCKS & OIL TANK WITH NEW HOMES.

WE SELL NEW & USED QUALITY MOBILE HOMES AT A PRICE ANYONE CAN AFFORD.

NO DOWN PAYMENT PROBLEMS

ALL PRICES POSTED IN HOMES, NO HIDDEN CHARGES.

SPECIAL

BOTH NEW

12X70 STYLE CRAFT W171
2 Bedroom, Roomy
Was $7995.00
NOW $6532.75

12X64 GENERAL W193
2 Bedroom
Was $7995.00
NOW $6445.75

Swan Lake Road Route 52 Liberty, N.Y. 914-292-8785

100 FEET / 50 FEET

WATER — BLOCKS

SEWAGE — PICKED UP 50 MILE RADIUS

GARBAGE — SET UP

All Furnished, At No EXTRA COST To You.

FULL 50' x 100' LOTS BEAUTIFULLY LANDSCAPED SWIMMING POOL OPEN

RESIDENT MANAGER LIVES IN PARK FOR YOUR CONVENIENCE

SEPTEMBER SPECIAL

15 CHOICE SITES AVAILABLE FREE PICKUP & SET UP ON OUR BLOCKS, WATER, SEWAGE, GARBAGE, FURNISHED AT A REASONABLE MONTHLY RATE

CALL TODAY, DON'T DELAY. 292-8785

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MOBILE HOME SHOPPING CENTER, DISCOUNT PRICES TO ALL.

SERVICE

[illegible]

Route 52 & Divine Corners Loch Sheldrake, N.Y. 914-434-5832

9 to 6 WEEKDAYS 9 to 5 SATURDAYS

ALL HOMES NEW & USED

PURCHASED IN SEPTEMBER, WILL BE COMPLETELY FURNISHED, DELIVERED & SET UP. WE WILL FURNISH BLOCKS & OIL TANK WITH NEW HOMES.

WE SELL NEW & USED QUALITY MOBILE HOMES AT A PRICE ANYONE CAN AFFORD.

NO DOWN PAYMENT PROBLEMS

ALL PRICES POSTED IN HOMES, NO HIDDEN CHARGES.

SPECIAL

NEW RITZCRAFT 12X60
2 BEDROOM, FRONT DEN
WAS [illegible] Now $7995.

[illegible] MOBILE HOME ESTATES

Swan Lake Road Route 52 Liberty, N.Y. 914-292-8735

100 FEET	
WATER	BLOCKS
SEWAGE	PICKED UP 50 MILE RADIUS
GARBAGE	SET UP

FULL 50' x 100' LOTS BEAUTIFULLY LANDSCAPED SWIMMING POOL OPEN DAILY RESIDENT MANAGER LIVES IN PARK FOR YOUR CONVENIENCE

SEPTEMBER SPECIAL

15 CHOICE SITES AVAILABLE FREE PICKUP & SET UP ON OUR BLOCKS, WATER, SEWAGE, GARBAGE, FURNISHED AT A REASONABLE MONTHLY RATE

CALL TODAY, DON'T DELAY. 292-8735

32

MOBILE HOME SHOPPING CENTER, DISCOUNT PRICES TO ALL.

SERVICE

[illegible]

LOCH SHELDRAKE [illegible]

Route 52 & Divine Corners Loch Sheldrake, N.Y. 914-434-5832

9 to 9 WEEKDAYS 9 to 5 SATURDAYS

Chuck & Gayle Baker, New Management at Loch Sheldrake, have years of experience in Mobile Home Living & will show YOU a new or used Mobile Home priced especially for YOU & the decor YOU have been looking for. Southern Hospitality in New York? You better believe it. Free cup of coffee to anyone who comes in to look, or just talk Mobile Homes. We live in a Mobile Home & have for years. Would YOU rather buy from someone with less experience?

SPECIAL OF THE WEEK

1965 Lawndale 50 X 10

AS IS [illegible].

5% Discount On All New Homes Effective 8/29/73 Thru 9/5/73

[illegible] MOBILE HOME ESTATES

Swan Lake Road Route 52 Liberty, N.Y. 914-292-3785

Ralph & Carole Delmonte have managed Little Britain Estates for almost a year with past experience. They are familiar with the needs of people who live there & live in a mobile home in the park for convenience to their tenants. Always available when you need them.

SPECIAL OFFER FOR THE NEXT 15 DAYS

FREE PICKUP & DELIVERY & SETUP of your Mobile Home in LITTLE BRITAIN ESTATES 50 MILE RADIUS. Spaces Available for Families & also Adults Only.

33

MOBILE HOME SHOPPING CENTER, DISCOUNT PRICES TO ALL.

SERVICE

[illegible]

LOCH SHELDRAKE [illegible] MOBILE HOMES

Route 52 & Divine Corners Loch Sheldrake, N.Y. 914-434-5032
9 to 9 WEEKDAYS 9 to 5 SATURDAYS

Chuck & Gayle Baker, New Management at Loch Sheldrake, have years of experience in Mobile Home Living & will show YOU a new or used Mobile Home priced especially for YOU & the decor YOU have been looking for. Southern Hospitality in New York? You better believe it. Free cup of coffee to anyone who comes in to look, or just talk Mobile Homes. We live in a Mobile Home & have for years. Would YOU rather buy from someone with less experience?

SPECIALS OF THE WEEK

- Used LIBERTY, Needs work - $600.00
- New Spacious 70 FOOTER-Beautiful, Complete - $6995.00

LITTLE BRITAIN [illegible] MOBILE HOME ESTATES

Swan Lake Road Route 52 Liberty, N.Y. 914-292-8785

Ralph & Carole Delmonte have managed Little Britain Estates for almost a year with past experience. They are familiar with the needs of people who live there & live in a mobile home in the park for convenience to their tenants. Always available when you need them.

SPECIAL OFFER FOR THE NEXT 15 DAYS

FREE PICKUP & DELIVERY & SETUP of your Mobile Home in LITTLE BRITAIN ESTATES 50 MILE RADIUS. Spaces Available for Families & also Adults Only.

LOCH SHELDRAKE MOBILE HOMES

RT. 52, DIVINE CORNERS RD., LOCH SHELDRAKE, N.Y. (914) 434-5532

LITTLE BRITAIN MOBILE HOME ESTATES

SWAN LAKE RD., LIBERTY, N.Y. ONLY 90 MINUTES FROM N.Y.C. (914) 292-8765.

TWO NAMES TO REMEMBER FOR COMFORT, CONVENIENCE, QUALITY & ECONOMICAL LIVING.

LOCH SHELDRAKE MOBILE HOMES HAS NEW MANAGEMENT, CHUCK BAKER WITH A VAST KNOWLEDGE OF MOBILE HOME LIVING AND CAN HELP ANYONE WITH THEIR HOUSING NEEDS WITH EITHER NEW OR USED MOBILE HOMES

EXAMPLE

STYLE CRAFT NEW 70 x 12

2 BEDROOM, BEAUTIFUL, COMPLETELY FURNISHED. DELIVERED AND SET UP

WAS $7395. NOW $6995.00

LIBERTY USED 50 x 10

NEEDS WORK BUT IS TIGHT AND READY FOR WINTER.

WAS $1200. NOW $800.00

LOOK FOR BARGAINS LIKE THESE EVERYDAY AT LOCH SHELDRAKE MOBILE HOMES

AND MEET THE NEW MANAGER CHUCK BAKER

200 SITE PLANNED MOBILE HOME COMMUNITY

OVER 100 SITES ALREADY RENTED

OWN A BRAND NEW MOBILE HOME FOR SUMMER OR ALL YEAR ROUND LIVING – FULLY FURNISHED, EQUIPPED AND LANDSCAPED – ALL SET UP AND READY TO MOVE IN NOW OR TRY A QUALITY USED MOBILE HOME.

NEARBY FACILITIES:

Hospital · College · School · Churches · Shopping · Hunting · Fishing · Skiing · Racetrack · Sports Arena · Movie House · Golf Courses · Sullivan Co. International Airport

FEATURING:

City water, sewage & garbage collection. City police protection year round. All Utilities available. 50'x100' sites. Supervised swimming pool. Heated recreation building; trained personnel. Cement patios. School bus service. Moderate monthly site rental.

TWO MONTHS *FREE* LOT RENT AT LITTLE BRITAIN MOBILE HOME ESTATES WITH ANY NEW MOBILE HOME PURCHASED FROM LOCH SHELDRAKE MOBILE HOMES

ONE MONTH WITH USED.

TV TROUBLE?

CALL [illegible]

CONRAD'S TV SHOP

(FORMERLY AT M&K TV SERVICE)

NOW MOVED TO OUR OWN STORE

MAIN ST. [illegible], N.Y.

PETE AND BILL CONRAD

Servicing On All Makes TV — Stereo & Antenna Systems — PA & Sound Installations. Specializing In Dependable Electronic Work Over 30 Years. New TV's And Other Electronic Equipment.

SPECIAL JULY 4TH DISPLAY

Visit our sales lot
and convince yourself of huge savings
on new and used Mobile Homes

Open
Mon. - Fri. 8 - 9
Sat. 9am - 5pm

FREE DELIVERY UP TO 100 MILES
6 MONTHS SERVICE ON NEW HOMES
60 DAYS SERVICE ON USED
UP TO 12 YEARS TO PAY

LOCH SHELDRAKE MOBILE HOME SALES, INC.

ROUTE 52 & DIVINE CORNERS RD. LOCH SHELDRAKE
914-434-[illegible]

36

CLEARANCE

2 Bedroom Mobile Homes
Unbelievable Reductions

New Longer Financing Now Available
Up to 12 years on New Homes.
— 10 years on Used Mobile Homes.

RITZ CRAFT
65 x 12, 2 Br.
Front Den.
Was $7005.
NOW $6800

RITZ CRAFT
65 x 12
2 Br. Front Den
Was $7800
NOW $7000

GENERAL
64 x 12
Utility Front Kitchen
Was $7182
NOW $6900

GENERAL
60 x 12
2 Br. Front Bedroom
Was $6800
NOW $6100

Loch Sheldrake Mobile Home Sales

Rt. 52 & Divine Corners Rd.
Loch Sheldrake Sheldrake, N.Y.
914 - [illegible]

STYLE CRAFT
70 x 12
2 Br. Center Kitchen
Was $7300.
NOW $6150

STYLE CRAFT
70 x 12
2 Br. Center Kitchen
Was $7350
NOW $6200

STAR
64 x 12
1½ Bath, 4 Bedroom
Was $7600
NOW $7100

GENERAL
64 x 12
4 Bedroom, 1½ Bath.
Was $7500
NOW $7000

— LOW DOWN PAYMENT —

Free Delivery and Set-up within 100 Miles.
New Homes Serviced by us for 6 Months.

+Taxes - Not Trade In Prices.

OPEN MONDAY — FRIDAY 9 A.M. to 9 P.M. SATURDAY 9 A.M. to 5 P.M.

CLEARING OUT PRESENT STOCK OF MOBILE HOMES TO MAKE ROOM FOR NEW LINES & MODELS

BIG SACRIFICE SALE

HUGE CLEARANCE SALE

New, longer financing now available.
Up to 12 years on New Mobile Homes — 10 years on Used Mobile Homes

Free Delivery and Set-up within 100 miles

NEW Home Serviced by us for 6 months

Large Selection of used homes

\+ Taxes - Not Trade-In Price

NEW

WAS- [illegible]
NOW- $7,000
RITZCRAFT 65x12
2 Br. Front Den

WAS- [illegible]
NOW- $6,566
STAR 60x12
Bay Window
2 Br. Front Liv. Room

WAS- $8,009
NOW- $7,000
STAR 70x12
3 Br. 1 1/2 Bath
Front Living Room

WAS- $7,304
NOW- $6,400
STYLECRAFT 70x12
2 Br. Center Kitchen

NEW

WAS [illegible]
NOW- $6,900
GENERAL 64x12
4 Br. 1 1/2 Bath
Front Bedroom

WAS- $7,132
NOW- $6,300
GENERAL [illegible]x12
2 Bedroom
Utility Front Kitchen

WAS- [illegible]
NOW- $6,400
RITZCRAFT [illegible]
2 Br. Front Kitchen

WAS [illegible]
NOW $6,600
GENERAL [illegible]
[illegible]

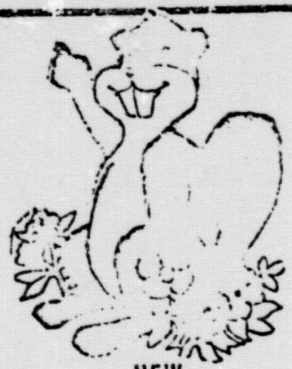
LOCH SHELDRAKE MOBILE HOME SALES, INC.

ROUTE 52 & DIVINE CORNERS RD. LOCH SHELDRAKE N.Y.

OPEN MONDAY — FRIDAY 8 A.M. - 9 P.M. SAT. 9 A.M. - 5 P.M.

914-[illegible]

GREET THE SPRING IN STYLE AT



Loch Sheldrake Mobile Homes

USED

1970 HOMETTE
60x12 3 Bedrm.
$5[illegible]

19[illegible] SHERWOOD PARK
60x12 2 Bedrm.
$4500

1970 HOMETTE
64x12 3 Bedrm.
$5200

19[illegible] HOMETTE
60x12 2 Bedrm.
$4900

1967 ATLAS
60x12
3 Bedrm., 1½ Baths
$4200

1971 GENERAL
64x12 3 Bedrm.
1½ Baths. Was sold but never left sales lot...actually new
Extra Special
$5500

19[illegible]5 LAWNDALE
50x10 2 Bedrm.
$17[illegible]

19[illegible] MARLETTE
60x12 2 Bedrm.
$5500

New, longer financing now available.
Up to 12 years on New Mobile Homes — 10 years on Used Mobile Homes

Free Delivery and Set-up within 100 miles
New Home Serviced by us for 6 months
New Furniture and 60 day service with each used Home

+ Taxes – Not Trade-in Price

NEW

GENERAL
64x12
4 Bedrm, 1½ Baths
$7000

GENERAL
64x12 3 Bedrm.
$6[illegible]

STAR
70x12
3 Bedrm., 1½ Baths
$7200

STYLECRAFT
70x12 2 Bedrm.
$6[illegible]00

NATIONAL
60x12 2 Bedrm.
$5400

GENERAL
64x12
3 Bedrm., 1½ Baths
$[illegible]

RITZCRAFT
65x12
[illegible], 2 Bedrm.
$7000

STAR
60x12
Bay Window, 2 Bedrm.
$6600

LOCH SHELDRAKE MOBILE HOME SALES, INC.
ROUTE 52 & DIVINE CORNERS RD. LOCH SHELDRAKE, N.Y.
OPEN MONDAY- FRIDAY 8 A.M.–9 P.M. SATURDAY 9 A.M.—5 P.M.
(914)434-5832

I'VE GIVEN IT A LOT OF THOUGHT !

NOW'S THE TIME FOR A CLEARANCE SALE

NEVER AGAIN PRICES THIS LOW

Loch Sheldrake Mobile Homes

New, longer financing now available.
Up to 12 years on New Mobile Homes — 10 years on Used Mobile Homes

Free Delivery and Set-up within 100 miles
New Home Serviced by us for 6 months
New Furniture and 60 day service with each used Home
+ Taxes — Not Trade-in Price

IF DESIRED WE WILL HOLD ANY HOME FOR SPRING DELIVERY

LOCH SHELDRAKE MOBILE HOME SALES, INC.
ROUTE 52 & DIVINE CORNERS RD. LOCH SHELDRAKE, N.Y.
OPEN MONDAY – FRIDAY 8 A.M.—9 P.M. SATURDAY 9 A.M.—5 P.M.
(914)434-5832

USED

1972 Star
64 X 12
3 Bedroom
$[illegible]

1969 Stateman
60 X 12
2 Bedroom
$4200

1966 Atlas
60 X 12
2 Bedroom
$3000

1969 Marlette
65 X 12
3 Bedroom
$5500

1969 Hometto
65 X 12
3 Bedroom
$5200

1968 Marlette
60 X 12
3 Bedroom
$5000

1965 Princess
55 X 12
As Is
$300

1971 General
64 X 12
3 Bedroom
$5500

USED

1970 Marlette
64 X 12
3 Bedroom
$[illegible]

1969 Sherwood Park
60 X 12
2 Bedroom
$[illegible]

1969 Atlas
60 X 12
3 Bedroom
$[illegible]

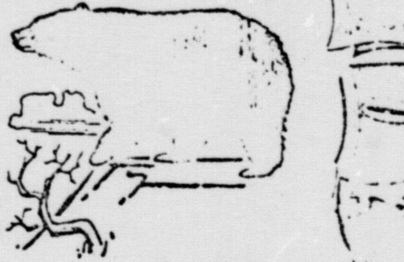
1966 Windsor
60 X 10
3 Bedroom
$[illegible]

1964 New Moon
55 X 10
As Is
$2000

1969 Hometto
60 X 12
2 Bedroom
$[illegible]

DON'T HIBERNATE

BUY NOW BEFORE SPRING FOR HUGE SAVINGS AT



Loch Sheldrake Mobile Homes

NEW

1972 Style Craft
70 X 12
2 Bedroom
[illegible]

1973 Star
64 X 12
4 Bedroom
1½ Baths
$7100

1972 National
60 X 12
2 Bedroom
[illegible]

1972 Star
70 X 12
3 Bedroom
1½ Baths
[illegible]

1972 General
'64 X 12
3 Bedroom
$6300

USED

1968 Hometta
44 X 12
2 Bedroom
[illegible]

1969 Sherwood Park
60 X 12
2 Bedroom
[illegible]

1964 Hometta
50 X 10
2 Bedroom
[illegible]

1966 Windsor
60 X 10
3 Bedroom
[illegible]

1969 Atlas
60 X 12
3 Bedroom
[illegible]

IF DESIRED WE WILL HOLD ANY HOME FOR SPRING DELIVERY

New, longer financing now available.
Up to 12 years on New Mobile Homes — 10 years on Used Mobile Homes

Free Delivery and Set-up within 100 miles
New Home Serviced by us for 6 months
New Furniture and 60 day service with each used Home

Taxes – Not Trade-in Price

LOCH SHELDRAKE MOBILE HOME SALES, INC.
ROUTE 52 & DIVINE CORNERS RD. LOCH SHELDRAKE, N.Y.
OPEN MONDAY - FRIDAY 8 A.M.—9 P.M. SATURDAY 9 A.M.—5 P.M.
(914)434-5832

Extra Extra Extra

LOCH SHELDRAKE MOBILE HOMES

70 USED AND 20 NEW UNITS ready for your inspection
Over Crowded, over Stocked, Overwhelmed -
must move homes - Prices never again this low

New, longer financing now available Up to 12 years on New Mobile Homes 10 years on Used Mobile Homes, Depending on cost

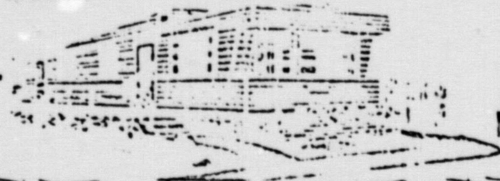
NEW

1972 RITZCRAFT 60 x 12 2 B/R WAS $6,900 NOW $6,400
1972 STYLECRAFT 70 x 12 2 B/R WAS $6,900 NOW $6,100
1972 STYLECRAFT 70 x 12 2 B/R WAS $6,900 NOW $6,400
1971 HOMETTE 64 x 12 Utility Room WAS $5,500 NOW $5,300
1973 STAR 64 x 12 4B/R 1½ Bath WAS $7,500 NOW $7,000.
1973 STAR 60 x 12 2 B/R WAS $6,995 NOW $6,600
1973 GENERAL 64 x 12 3B/R 1½ Bath WAS $7,200 NOW $6,700.
1972 NATIONAL 60 x 12 2B/R WAS $5,900 NOW $5,400.

USED

1969 GARDNER 60 x 12 2B/R WAS $5,400 NOW $4,700
1964 HOMETTE 50 x 10 2 B/R WAS $2,700 NOW $2,300
1969 ATLAS 60 x 12 3B/R WAS $4,700 NOW $3,950
1969 SHERWOOD PARK 60 x 12 2B/R All New Carpet WAS $5,200 $4,700
1970 HOMETTE 64 x 12 3 B/R WAS $5,500 NOW $5,100
1968 ATLAS 65 x 12 3B/R WAS $4,700 NOW $4100

1973 MODELS ARE U. L. APPROVED & 2x4 CONSTRUCTION
WE DELIVER & SET UP WITHIN 100 MILES
EVERY NEW HOME SERVICED BY US FOR 6 MONTHS
EACH USED HOME INCLUDES NEW FURNITURE & 60 DAY SERVICE



LOCH SHELDRAKE
MOBILE HOME SALES, INC.
ROUTE 52 & DIVINE CORNERS RD.
LOCH SHELDRAKE, N.Y.

CALL
(914)434-5832
OR COME IN
MON.-FRI. 8:00 A.M. - 9:00 P.M.
SAT. 8:00 A.M. - 5:00 P.M.

Extra Extra Extra

ELLENVILLE MOBILE HOMES & LOCH SHELDRAKE MOBILE HOMES are merging in order to better serve you...By giving you the lowest prices anywhere. We now have 70 used and 20 new units ready for your inspection---which is the largest selection in New York State.

Over Crowded. over Stocked, Overwhelmed — must move homes — Prices never again this low

New, longer financing now available.

Up to 12 years on New Mobile Homes.

10 years on Used Mobile Homes Depending on cost.

NEW

43

July 25, 1973 CATSKILL SHOPPER 914 292-7600 42,000 WEEKLY CIRCULATION

FREE SODA

COME SEE OUR SELECTION

FREE SODA

of 2 - 3 - 4 Br. Homes

amazing low prices up to 12 yrs. to pay

SPECIAL THIS WEEK

73 BUDDY 60 by 12 3 br. $5,700

open
Mon. - Fri. 8 - 9
Sat. 8 am - 5 pm

FREE DELIVERY UP TO 100 MILES
6 MONTHS SERVICE ON NEW HOMES
60 DAYS SERVICE ON USED
UP TO 12 YEARS TO PAY

LOCH SHELDRAKE
MOBILE HOME SALES, INC.
ROUTE 52 & DIVINE CORNERS RD. LOCH SHELDRAKE
914-434-5832

LOCH SHELDRAKE MOBILE HOMES

Divine Corners Rd. & Highway 52 Loch Sheldrake N.Y. Phone 914-434-5832

QUALITY AT FAIR PRICES

NEW & USED HOMES ON DISPLAY READY TO MOVE IN

70 x 12 STYLE CRAFT 2 bedroom WAS $8995.00 NOW $7332.75
Completely furnished, delivered & set up with 275 gal oil tank.

MANY MORE NEW ONES WITH SAVINGS LIKE THIS. SEE TODAY

— 2 MONTH FREE LOT RENT AT LITTLE BRITAIN ESTATES

OVER 20 USED HOMES ON DISPLAY, ALL SIZES & DESCRIPTIONS & ONE AT A PRICE YOU CAN AFFORD· COMPLETELY FURNISHED, DELIVERED SET UP WITH A 275 GAL. OIL TANK

BUY NOW FOR EARLY SPRING DELIVERY & SAVE HUNDREDS OF DOLLARS. DELIVER NOW OR LATER NO STORAGE CHARGE

HOURS 9 to 9 MONDAY THRU FRIDAY 9 to 5 SATURDAY BROWSING ALL DAY SUNDAY BUT CLOSED

SEE CHUCK OR GAYLE TODAY & SAVE MONEY

45

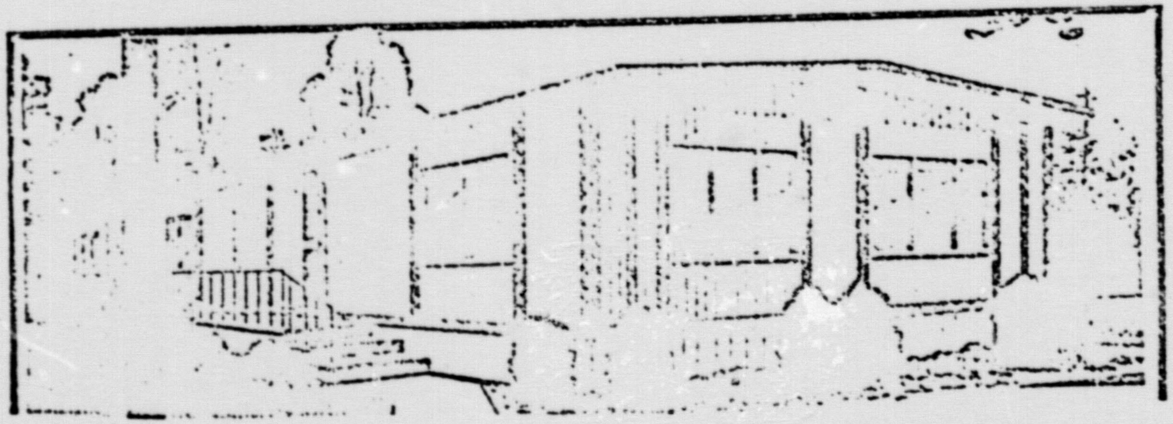
LOCH SHELDRAKE MOBILE HOMES

SULLIVAN COUNTY'S LARGEST VOLUME DEALER
YOU SAVE MORE HERE & GET QUALITY TOO!

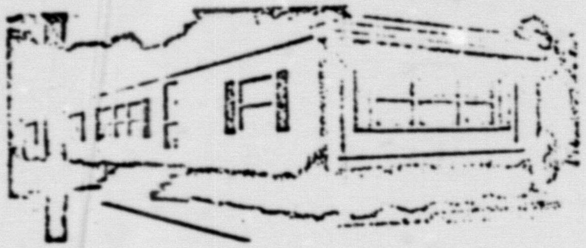
PRE SEASON

CLEARANCE

OF ALL MOBILE HOMES



Luxury On A Budget!



Looking for a New Way to Live?

... Come to LOCH SHELDRAKE

See Our Great Selection of The Newest Designs in Mobile Homes
Now on Display at Route 52 and Divine Corners Road
Loch Sheldrake, New York

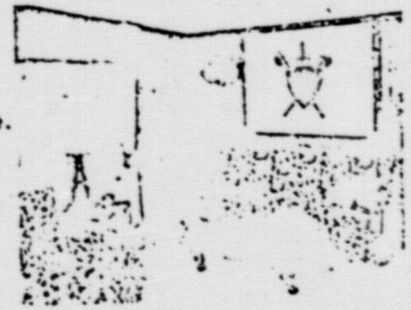
Why Pay for Wasted Space? ...

Every Mobile Home Is S—P—A—C—E— Engineered...
Every Inch of Space Has Been Designed for Maximum Use.
If You Have Never Been Inside A Mobile Home...

NOW IS THE TIME!

It Might Change Your Whole Future.

FREE INFORMATION ON
- LOCAL PARK FACILITIES
- NO ENTRANCE FEE AT OUR PARK



LOCH SHELDRAKE MOBILE HOMES

Hours: 9 - 9 Daily
9 - 5 Sat.

ROUTE 52 DIVINE CORNERS RD.
LOCH SHELDRAKE, NEW YORK

"SULLIVAN COUNTY'S LARGEST MOBILE HOME DEALER"
DELIVERY AND SET UP ALWAYS FREE – LOW MILE RADIUS

PHONE 914-434-5032

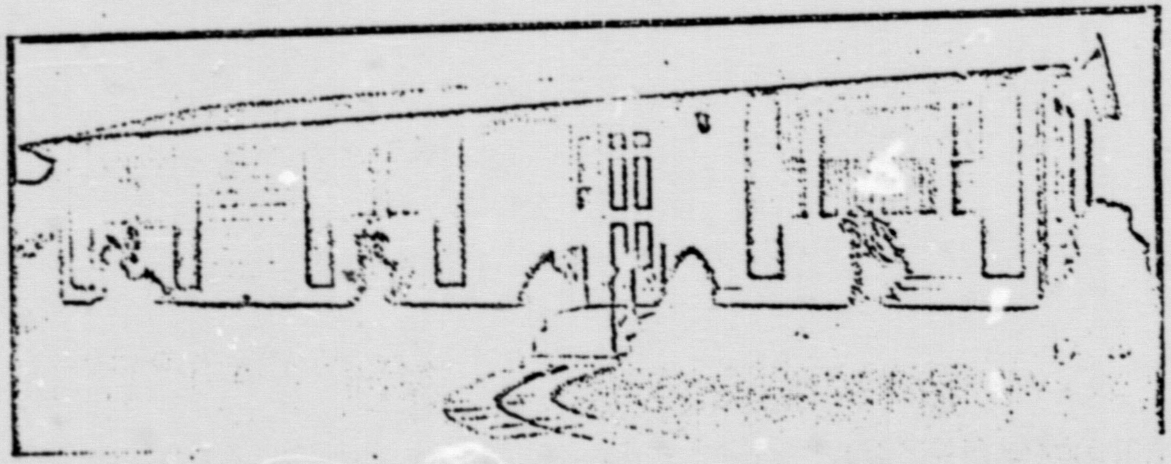
LOCH SHELDRAKE MOBILE HOMES

SULLIVAN COUNTY'S LARGEST VOLUME DEALER
'YOU SAVE MORE HERE & GET QUALITY TOO!

PRE SEASON

CLEARANCE

OF ALL MOBILE HOMES



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
- - - - - - - - - - - - - - - - - - - X

REX-NORECO, INC.,
Plaintiff

-against-

AFFIDAVIT

ISIDORE GOODSTEIN and
PARKSVILLE MOBILE MODULAR, INC.,

Defendants.
- - - - - - - - - - - - - - - - - - - X

STATE OF NEW JERSEY)
: ss:
COUNTY OF BERGEN)

RUBIN SCHERTZ, duly sworn, deposes and says:

1. Your deponent resides at 99 Woodcrest Drive, Woodcliff Lake, New Jersey and is in the employ of Rex-Noreco, Inc. continuously since December, 1967 and is the Assistant Treasurer of Rex-Noreco, Inc.

2. Your deponent is a certified public accountant and is in charge, supervises and controls all of the internal accounting work for Rex-Noreco, Inc. and all of its subsidiaries.

3. One of the subsidiaries of Rex-Noreco, Inc. is Loch Sheldrake Mobile Home Sales, Inc. located in Loch Sheldrake, New York. This is a mobile home retail sales business and this subsidiary was incorporated on January 27, 1969 and your deponent has and still does personally supervise, control and prepares from the original accounting books and records of Loch Sheldrake Mobile Home Sales, Inc. quarterly profit and loss statements and balance sheets. Your deponent has done this for this Loch Sheldrake Mobile Home Sales, Inc. since its incorporation in January 27, 1969 and continuously thereafter on a quarterly basis, without exception, through the date of this Affidavit. In fact the preliminary work is starting now for the quarter ending April 30, 1974, because

it is our Company policy to have all of the accounting work for each quarter for each subsidiary to be completed as early as possible after each fiscal quarter.

4. Your deponent has been continuously from the inception of Loch Sheldrake Mobile Home Seales, Inc. to the present been in touch on a weekly basis with the sales lot manager of Loch Sheldrake Mobile Home Sales, Inc. to discuss pricing, marketing and methods and to assure proper auditing controls and your deponent can personally attest to the fact that Loch Sheldrake Mobile Home Sales, Inc. has been from its inception and still is a viable, ongoing, essential business subsidiary of Rex-Noreco, Inc.

5. Your deponent can attest to the fact that in March, 1973 that only the land where the Loch Sheldrake sales operation was located was sold to an independent operator but the business of Loch Sheldrake Mobile Home Sales, Inc., its name, and its continuing operation was never sold to anyone. As a matter of fact a lease exists between the purchaser of said land and Loch Sheldrake Mobile Home Sales, Inc. in order for Loch Sheldrake Mobile Home Sales, Inc. to continue its business of selling mobile homes from that same location to retail purchasers of mobile homes.

6. Your deponent aids in preparation of reporting to the Securities and Exchange Commission and the reports distributed to the Company's shareholders and those reports with respect to Loch Sheldrake Mobile Home Sales, Inc. as rendered clearly indicate only the sale of land and in no way indicate the sale or termination of the business, its name, or the good will of the continuing and viable entity of Loch Sheldrake Mobile Home Sales, Inc. as an ongoing retail mobile home sales business.

7. Your deponent has attached hereto copies of the quarterly sales tax returns paid for said sales tax to the New York State Department of Taxation and Finance for all of the quarters for the periods from December 1, 1973 through February 28, 1974; the next quarterly tax return will be filed and paid for the period ending May 31, 1974.

The above statements are true and correct.

S ____________________ *
RUBIN SCHERTZ

Sworn to before me this
25 day of April, 1974

S ____________________
Morris Lieberman
Notary Public of New Jersey
My Commission Expires September 6, 1978

* Because of the exigencies of the time schedule the original affidavit of which this is a copy was on 11" paper, single spaced, and hence not in accordance with the local rules of this Court. Said original affidavit, duly executed and notarized is annexed immediately hereafter. Said original affidavit has been retyped in this form for the convenience of the Court and to comply with the local rules of this Court.

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)

RUBIN SCHERTZ, duly sworn, deposes and says:

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The above statements are true and correct.

RUBIN SCHERTZ

Sworn to before me this
25 day of April, 1974.

MORRIS LIEBERMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 6, 1978

ST-100 New York State Department of Taxation and Finance 33

New York State and Local Sales and Use Tax Return

Under Articles 28 and 29 of Tax Law

December 1, 1972 - February 28, 1973

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

[illegible handwritten business name]

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	GROSS SALES AND SERVICES A (to nearest dollar)	TAXABLE SALES AND SERVICES B (to nearest dollar)	PURCHASES SUBJECT TO USE TAX C (to nearest dollar)
	40,749	40,749	

ENTER TYPE OF BUSINESS: [illegible handwriting]

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 + amounts from Schedules A, B and N, if any)	2190	96
2	(a) Credits (attachments required)		
	(b) Prepayments (attach Form ST-330)		
	(c) Total Credits and Prepayments		
3	Sales and Use Taxes Due (line 1 less line 2(c))	2190	96
4	Add: Late Filing Charge		
5	Amount Due including Late Filing Charge (line 3 plus line 4) Pay this amount	2190	96

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable PO Box on or before March 20, 1973.

SIGNATURE OF VENDOR

TITLE | DATE

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR) | DATE

ADDRESS

For office use only

PAID
Ck # 297
3-14-73
$2190.96

ST-100 (12/72)

Did you complete the other side of this form?

ST-100 (Back) (12-72-33)

State and Local Sales and Use Tax

TAXING JURISDICTION (a)	RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES (dollars and cents) (e)	CODE
New York State	4	7000		280 00	0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0422
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0292
Elmira (city)	7				0712
Chenango	6				0302
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
Livingston	7				2402
Madison - except	6				2502
Oneida (city)	7				2512
Monroe	7				2602
Montgomery - except	7				2702
Amsterdam (city)	7				2712
Nassau	7				2342
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3472
Fulton (city)	7				3532

TAXING JURISDICTION (a)	RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES (dollars and cents) (e)	CODE
Oswego (city)	7				3542
Otsego	6				3602
Rensselaer - except	6				3672
Troy (city)	7				3632
St. Lawrence - except	7				4092
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	6				4682
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	23,329		[illegible]	4802
Tioga	6				4902
Tompkins - except	7				5002
Ithaca (city)	7				5012
Ulster - except	5	11,420		[illegible]	5102
Kingston (city)	7				5152
Warren - except	7				5202
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5502
Mount Vernon (city)	6				5522
Yonkers (city)	7				5572
Yates	7				5702
New York City	7				5802
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					
New York City	3				5810
TOTALS-		40,749		[illegible]	
ENTER ON PAGE 1,		BOX B	BOX C	LINE 1	

54

ST-100 New York State Department of Taxation and Finance 43

New York State and Local Sales and Use Tax Return

Page 1

Under Articles 28 and 29 of Tax Law

March 1, 1973 - May 31, 1973

Paid. $2149.21 Ch# 167 6-18-73 Bc.

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

Leol Stildale Mobile Homes

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	GROSS SALES AND SERVICES A (to nearest dollar)	TAXABLE SALES AND SERVICES B (to nearest dollar)	PURCHASES SUBJECT TO USE TAX C (to nearest dollar)
	42.003	42.003	

ENTER TYPE OF BUSINESS: Retail sale mobile homes

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)		2149 21
2	(a) Credits (attachments required)		
	(b) Prepayments (attach Form ST-330)		
	(c) Total Credits and Prepayments		
3	Sales and Use Taxes Due (line 1 less line 2(c))		2149 21
4	Add: Late Filing Charge		
5	Amount Due including Late Filing Charge (line 3 plus line 4)	Pay this amount	2149 21

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable PO Box on or before June 20, 1973.

SIGNATURE OF VENDOR

TITLE DATE

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR) DATE

ADDRESS

For office use only

Did you complete the other side of this form?

ST-100 (3/73)

ST-100 (Bac') (3-73-43)

State and Local Sales and Use Tax

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b x (c + d) (dollars and cents) (e)	CODE
New York State	4	19.400		736 00	0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
Livingston	7				2402
Madison - except	6				2592
Oneida (city)	7				2522
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau	7				2842
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3472
Fulton (city)	7				3532

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b x (c + d) (dollars and cents) (e)	CODE
Oswego (city)	7				3542
Otsego	6				3602
Rensselaer - except	6				3672
Troy (city)	7				3832
St. Lawrence - except	7				40?2
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	7				4682
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	23.303		1397 21	4802
Tioga	6				4902
Tompkins - except	7				5092
Ithaca (city)	7				5012
Ulster - except	5	300		15 00	5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5502
Mount Vernon (city)	6				5522
Yonkers (city)	7				5572
Yates	7				5702
New York City	7				5902
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					5810
New York City	3				
TOTALS -		42.003		2149 21	
ENTER ON PAGE 1,		BOX B	BOX C	LINE 1	

ST-100

New York State Department of Taxation and Finance

14

New York State and Local Sales and Use Tax Return

Page 1

Under Articles 28 and 29 of Tax Law

June 1, 1973 - August 31, 1973

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

L. J. Mobile Homes

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	GROSS SALES AND SERVICES A (to nearest dollar)	TAXABLE SALES AND SERVICES B (to nearest dollar)	PURCHASES SUBJECT TO USE TAX C (to nearest dollar)
	56,900-	55,700-	

ENTER TYPE OF BUSINESS: retail sales mobile homes

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)	3238	—
2	(a) Credits (attachments required) (b) Prepayments (attach Form ST-330) (c) Total Credits and Prepayments		
3	Sales and Use Taxes Due (line 1 less line 2(c))	3238	—
4	Add: Late Filing Charge	—	
5	Amount Due including Late Filing Charge (line 3 plus line 4) Pay this amount ▶	3238	—

PAID 9/14/73

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable PO Box on or before September 20, 1973.

SIGNATURE OF VENDOR

TITLE

DATE

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR)

DATE

ADDRESS

For office use only

PAID 9/14/73 #341

Did you complete the other side of this form?

ST-100 (5/73)

TAXING JURISDICTION (a)	RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b x (c + d) (dollars and cents) (e)	CODE
New York State	4	3,000-		120- —	0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
Livingston	7				2402
Madison - except	6				2592
Oneida (city)	7				2522
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau	7				2842
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3472
Fulton (city)	7				3532

TAXING JURISDICTION (a)	RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b x (c + d) (dollars and cents) (e)	CODE
Oswego (city)	7				3542
Otsego	6				3602
Rensselaer - except	6				3672
Troy (city)	7				3832
St. Lawrence - except	7				4052
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	7				4682
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	45,500-		[illegible] —	4802
Tioga	6				4902
Tompkins - except	7				5092
Ithaca (city)	7				5012
Ulster - except	5	40,000-		2,000- —	5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5502
Mount Vernon (city)	6				5522
Yonkers (city)	7				5572
Yates	7				5702
New York City	7				5802
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					
New York City	3				5810
TOTALS -		55,100		3,051 —	
ENTER ON PAGE 1,		BOX B	BOX C	LINE 1	

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ST-100 New York State Department of Taxation and Finance 21

New York State and Local Sales and Use Tax Return

Under Articles 28 and 29 of Tax Law

September 1, 1973 - November 30, 1973

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	A GROSS SALES AND SERVICES (to nearest dollar)	B TAXABLE SALES AND SERVICES (to nearest dollar)	C PURCHASES SUBJECT TO USE TAX (to nearest dollar)
	37030 —	31600	—

ENTER TYPE OF BUSINESS: Mobile Home Dealer

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)	2076	—
2	(a) Credits (attachments required)		
	(b) Prepayments (attach Form ST-330)		
	(c) Total Credits and Prepayments		
3	Sales and Use Taxes Due (line 1 less line 2(c))	2076	—
4	Add: Late Filing Charge	—	
5	Amount Due including Late Filing Charge (line 3 plus line 4) Pay this amount	2076	—

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable P.O. Box on or before December 20, 1973.

SIGNATURE OF VENDOR

TITLE — DATE

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR) — DATE

ADDRESS

For office use only

PAID
DEC 12 1973
305

Did you complete the other side of this form?

ST-100 (8/73)

State and Local Sales and Use Tax

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
New York State	4				0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
Livingston	7				2402
Madison - except	6				2592
Oneida (city)	7				2522
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau	7				2812
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3422
Fulton (city)	7				3532
Oswego (city)	7				3542

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
Otsego	6				3602
Rensselaer - except	6				3872
Troy (city)	7				3832
St. Lawrence - except	7				4092
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	7				4682
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	22/606-		2[illegible] —	4802
Tioga	6				4902
Tompkins - except	7				5092
Ithaca (city)	7				5012
Ulster - except	5				5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5[illegible]2
Wayne	7				[illegible]
Westchester - except	5				[illegible]
Mount Vernon (city)	6				[illegible]
White Plains (city)	7				[illegible]
Yonkers (city)	7				5572
Yates	7				5702
New York City	7				5802
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					
New York City	3				5810
TOTALS-					
ENTER ON PAGE 1.		BOX B	BOX C	LINE 1	

ST-100 New York State Department of Taxation and Finance 34

New York State and Local Sales and Use Tax Return

Page 1

Under Articles 28 and 29 of Tax Law

December 1, 1973 - February 28, 1974

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

Lord Shellside Mobile Home Sales
Box 968
Englewood [illegible]

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	GROSS SALES AND SERVICES A (to nearest dollar)	TAXABLE SALES AND SERVICES B (to nearest dollar)	PURCHASES SUBJECT TO USE TAX C (to nearest dollar)
	32,700 —	32,700	—

ENTER TYPE OF BUSINESS: [illegible]

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)		1962 —
2	(a) Credits (attachments required)		
	(b) Prepayments (attach Form ST-330)		
	(c) Total Credits and Prepayments	▶ ▶ ▶	
3	Sales and Use Taxes Due (line 1 less line 2(c))		1962 —
4	Add: Late Filing Charge		—
5	Amount Due including Late Filing Charge (line 3 plus line 4)	Pay this amount ▶	1962 —

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable P.O. Box on or before March 20, 1974.

SIGNATURE OF VENDOR: L. S.

TITLE

DATE: 3/14/74

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR)

DATE

ADDRESS

For office use only

PAID
MAR 14 1974
116

Did you complete the other side of this form?

ST-100 (10 73)

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TAXING JURISDICTION (a)	RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
New York State	[illegible]				0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
Livingston	7				2402
Madison - except	6				2592
Oneida (city)	7				2522
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau	7				2842
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3472
Fulton (city)	7				3532
Oswego (city)	7				3542

TAXING JURISDICTION (a)	RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
Otsego	6				3602
Rensselaer - except	6				3872
Troy (city)	7				3832
St. Lawrence - except	7				4072
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	7				4462
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	33704	–	1963 –	4802
Tioga	6				4902
Tompkins - except	7				5092
Ithaca (city)	7				5012
Ulster - except	5				5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5502
Mount Vernon (city)	6				5522
White Plains (city)	7				5552
Yonkers (city)	7				5572
Yates	7				5702
New York City	7				5802
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					
New York City	3				5810
TOTALS-					
ENTER ON PAGE 1,		BOX B	BOX C	LINE 1	

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
- - - - - - - - - - - - - - - - - - X

REX-NORECO, INC.,

Plaintiff

-against-

AFFIDAVIT

ISIDORE GOODSTEIN and
PARKSVILLE MOBILE MODULAR, INC.,

Defendants
- - - - - - - - - - - - - - - - - - X

STATE OF NEW JERSEY)
:
COUNTY OF BERGEN)

Doris W. Oelbaum duly sworn deposes and says:

1. Your deponent resides at 1 Lindley Avenue, Tenafly, New Jersey and has been in the employ of Rex-Noreco, Inc. since October 12, 1970 and is in charge of the processing, preparing and discounting of all retail mobile home instalment contracts.

2. One of the lenders purchasing mobile home contracts from Loch Sheldrake Mobile Home Sales, Inc. is the Plaza National Bank, Secaucus, New Jersey. Your deponent prepares the work sheets for discounting under a service arrangement with said Bank. Your deponent personally handled and is fully familiar with the fact that the Plaza National Bank, between the period from March 1, 1973 and the present time, has purchased approximately 30 retail instalment contracts (attached hereto) assigned to it from the selling dealer, LOCH SHELDRAKE MOBILE SALES, INC. These retail instalment contracts are assigned by Loch Sheldrake Mobile Home Sales, Inc., the selling dealer, to Plaza National Bank who in turn sends its check for the proceeds to Loch Sheldrake Mobile Home Sales, Inc.

3. I am personally familiar with the fact that other lenders, from the time I started in Rex-Noreco's employ to the

present time, have been purchasing retail instalment contracts from Loch Sheldrake Mobile Home Sales, Inc. and there is no question whatever in my mind that Loch Sheldrake Mobile Home Sales, Inc. never ceased to do business as a going concern and, as a matter of fact, does substantial business on the retailing of mobile homes and is a most essential ongoing and continuing operating subsidiary of Rex-Noreco, Inc.

S_________________________ *
Doris W. Oelbaum

Sworn to and subscribed before me
this 25th day of April, 1974.

S_______________________________
Notary Public
Morris Lieberman
Notary Public of New Jersey
My Commission Expires September 6, 1978

* Because of the exigencies of the time schedule the original affidavit of which this is a copy was on 11" paper, single spaced, and hence not in accordance with the local rules of this Court. Said original affidavit duly executed and notarized is annexed immediately hereafter. Said original affidavit has been retyped in this form for the convenience of the Court and to comply with the local rules of this Court.

STATE OF NEW JERSEY)
ss:
COUNTY OF BERGEN)

Doris W. Oelbaum duly sworn deposes and says:

1. Your deponent resides at 1 Lindley Avenue, Tenafly, New Jersey and has been in the employ of Rex-Noreco, Inc. since October 12, 1970 and is in charge of the processing, preparing and discounting of all retail mobile home instalment contracts.

2. One of the lenders purchasing mobile home contracts from Loch Sheldrake Mobile Home Sales, Inc. is the Plaza National Bank, Secaucus, New Jersey. Your deponent prepares the work sheets for discounting under a service arrangement with said Bank. Yor deponent personally handled and is fully familiar with the fact that the Plaza National Bank, between the period from March 1, 1973 and the present time, has purchased approximately 30 retail instalment contracts (attached hereto) assigned to it from the selling dealer, LOCH SHELDRAKE MOBILE HOME SALES, INC. These retail instalment contracts are assigned by Loch Sheldrake Mobile Home Sales, Inc., the selling dealer, to Plaza National Bank who in turn sends its check for the proceeds to Loch Sheldrake Mobile Home Sales, Inc.

3. I am personally familiar with the fact that other lenders, from the time I started in Rex-Noreco's employ to the present time, have been purchasing retail instalment contracts from Loch Sheldrake Mobile Home Sales, Inc. and there is no question whatever in my mind that Loch Sheldrake Mobile Home Sales, Inc. never ceased to do business as a going concern and, as a matter of fact, does substantial business on the retailing of mobile homes and is a most essential ongoing and continuing operating subsidiary of Rex-Noreco, Inc.

[signature]

Doris W. Oelbaum

Sworn to and subscribed before me this 25th day of April, 1974.

[signature]

Notary Public

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires September 6, 1978

MHurill Ct @ Shumway Rd. - Keweenak, N.Y.

MOBILE HOME WORK SHEET

Customer's Name Claude O. Bycroft　　Account No. 2090-25-5069

Address 151 Cole Street

Jersey City N.J. 07302

Dealer Lock Oldrake MH Sales　　Dealer No. PLAZA

Address

NY

MOBILE HOME DESCRIPTION

(N) 1971	Homette	64x12		MP 4096 J
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$ 5126.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to Pd by dealer		
Credit Check Fee		
Sales Tax		
Filing Fee County Clerk	2.00	
Other Charges		
TOTAL DEDUCTIONS		2.00
NET PROCEEDS DUE		$ 5124.00

PAID MAR 14 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	484.76	Disc.		SERVICE FEE	58.99
LIFE	642.82	Checked		DEALER ADVANCE	1200.00
V.S.I.	50.00	Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	2.00
OTHER				OTHER:	
TOTAL	1177.58			TOTAL	1260.99

MOBILE HOME WORK SHEET PLAZA

Customer's Name William Mc Allister Account No. 2090-25-5199

Address 149 - 2nd Ave.

New York, New York 10003

Dealer Loch Sheldrake [illegible] Dealer No.

Address Loch Sheldrake, New York

MOBILE HOME DESCRIPTION

1968	Marlette	54X10		0823
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $ 1998.00

Less:

Dealer Holdback $

Floor Plan (T.R. # or pay to)

Credit Check Fee

Sales Tax

Filing Fee

Other Charges

TOTAL DEDUCTIONS

NET PROCEEDS DUE $ 1998.00

PAID

APR 24 1973

REX AGENCY PLAN DISTRIBUTION				NOREGO PLAN DISTRIBUTION	
P. D.	124.80	Disc		SERVICE FEE	70.90
LIFE	77.84	Checked		DEALER ADVANCE	261.25
V. S. I.	25.00	Rated		DEALER RESERVE	
P. E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	227.64			TOTAL	332.15

MOBILE HOME WORK SHEET

PLAZA

Customer's Name [illegible] Account No. 2090-25-5226

Address [illegible]

[illegible] New York

Dealer [illegible] Dealer No.

Address [illegible] New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1967	[illegible]	60 X 12	3	3773

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$3842.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$3842.00

PAID
APR 30 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	262.60	Disc.		SERVICE FEE	224.85
LIFE	239.00	Checked		DEALER ADVANCE	693.00
V.S.I.	35.00	Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	536.60			TOTAL	917.85

MOBILE HOME WORK SHEET

PLAZA

Customer's Name [illegible] Account No. 209C-15-5243

Address Box 855 - Little [illegible] Estates

Liberty, New York

Dealer [illegible] Sales Corp. Dealer No. ______

Address [illegible], New York

MOBILE HOME DESCRIPTION

1972	Star	70 x 12	3	4015
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$ 7116.00
Less:		
Dealer Holdback	$ —	
Floor Plan (T.R. # or pay to [illegible] Corp.)	6401.75	
Credit Check Fee		
Sales Tax		
Filing Fee	2.50	
Other Charges		
______		
______		
TOTAL DEDUCTIONS		6404.25
NET PROCEEDS DUE		$ 711.75

1973

REX AGENCY PLAN DISTRIBUTION			
P.D.	611.50	Disc	
LIFE	883.31	Checked	
V.S.I.	50.00	Rated	
P.E.		Dir. Bk.	
OTHER			
TOTAL	1544.81		

NORECO PLAN DISTRIBUTION	
SERVICE FEE	1060.88
DEALER ADVANCE	502.50
DEALER RESERVE	167.50
FILING FEE	2.50
OTHER:	
TOTAL	1733.38

MOBILE HOME WORK SHEET

Customer's Name [illegible] Van Pelt Account No. 2090-15-5249

Address Star Route, Box 83

Deposit, New York

Dealer [illegible] Cook [illegible] Sales, Inc. Dealer No. [illegible]

Address Cook [illegible], New York

MOBILE HOME DESCRIPTION

1967	Horizon	60 X 12	3	1614
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$ 3292.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to ______)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$ 3292.00

PAID MAY 8 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	229.78	Disc.		SERVICE FEE	190.83
LIFE	249.27	Checked		DEALER ADVANCE	606.38
V.S.I.	35.00	Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	514.05			TOTAL	797.21

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PLAZA

MOBILE HOME WORK SHEET

Customer's Name Robert Bock   Account No. 2090-75-5275

Address Box 243 -
Kiamesha Lake, New York

Dealer Rock Hill [illegible] Sales   Dealer No.

Address Rock Hill, N.Y.

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1967	Brookwood	50x10	2	2714

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $1802.00

Less:

Dealer Holdback $

Floor Plan (T.R. # or pay to)

Credit Check Fee

Sales Tax

Filing Fee

Other Charges

TOTAL DEDUCTIONS

NET PROCEEDS DUE $1802.00

MAY 21 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P. D.	49.40	Disc.		SERVICE FEE	20.28
LIFE	21.84	Checked		DEALER ADVANCE	92.40
V. S. I.	10.00	Rated		DEALER RESERVE	
P. E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	81.24			TOTAL	112.68

MOBILE HOME WORK SHEET

Customer's Name Arthur Lignori Account No. 3290-25-5277
Address 35 Jordanville Road
E. Durham, New York 12423
Dealer Doyle Skillcraft Mobile Sales Dealer No. PLAZA
Address Cobleskill, New York

MOBILE HOME DESCRIPTION

1969	Hewitt	60 X 12		241 C
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $5172.00

Less:

Dealer Holdback $

Floor Plan (T.R. # or pay to)

Credit Check Fee

Sales Tax

Filing Fee

Other Charges

TOTAL DEDUCTIONS

NET PROCEEDS DUE $5172.00

PAID MAY 2 1 1973

REX AGENCY PLAN DISTRIBUTION				NOREO PLAN DISTRIBUTION	
P. D.	243.10	Disc.		SERVICE FEE	669.14
LIFE	147.37	Checked		DEALER ADVANCE	—
V. S. I.	20.00	Rated		DEALER RESERVE	—
P. E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	410.47			TOTAL	669.14

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
- - - - - - - - - - - - - - - - - - - X

REX-NORECO, INC.,

Plaintiff

-against-

AFFIDAVIT

ISIDORE GOODSTEIN and
PARKSVILLE MOBILE MODULAR, INC.,

Defendants

- - - - - - - - - - - - - - - - - - - X

STATE OF NEW JERSEY)
:
COUNTY OF BERGEN)

Doris W. Oelbaum duly sworn deposes and says:

1. Your deponent resides at 1 Lindley Avenue, Tenafly, New Jersey and has been in the employ of Rex-Noreco, Inc. since October 12, 1970 and is in charge of the processing, preparing and discounting of all retail mobile home instalment contracts.

2. One of the lenders purchasing mobile home contracts from Loch Sheldrake Mobile Home Sales, Inc. is the Plaza National Bank, Secaucus, New Jersey. Your deponent prepares the work sheets for discounting under a service arrangement with said Bank. Your deponent personally handled and is fully familiar with the fact that the Plaza National Bank, between the period from March 1, 1973 and the present time, has purchased approximately 30 retail instalment contracts (attached hereto) assigned to it from the selling dealer, LOCH SHELDRAKE MOBILE SALES, INC. These retail instalment contracts are assigned by Loch Sheldrake Mobile Home Sales, Inc., the selling dealer, to Plaza National Bank who in turn sends its check for the proceeds to Loch Sheldrake Mobile Home Sales, Inc.

3. I am personally familiar with the fact that other lenders, from the time I started in Rex-Noreco's employ to the

present time, have been purchasing retail instalment contracts from Loch Sheldrake Mobile Home Sales, Inc. and there is no question whatever in my mind that Loch Sheldrake Mobile Home Sales, Inc. never ceased to do business as a going concern and, as a matter of fact, does substantial business on the retailing of mobile homes and is a most essential ongoing and continuing operating subsidiary of Rex-Noreco, Inc.

S________________________ *
Doris W. Oelbaum

Sworn to and subscribed before me
this 25th day of April, 1974.

S________________________________
Notary Public
Morris Lieberman
Notary Public of New Jersey
My Commission Expires September 6, 1978

* Because of the exigencies of the time schedule the original affidavit of which this is a copy was on 11" paper, single spaced, and hence not in accordance with the local rules of this Court. Said original affidavit, duly executed and notarized is annexed immediately hereafter. Said original affidavit has been retyped in this form for the convenience of the Court and to comply with the local rules of this Court.

STATE OF NEW JERSEY)
ss:
COUNTY OF BERGEN)

Doris W. Oelbaum duly sworn deposes and says:

1. Your deponent resides at 1 Lindley Avenue, Tenafly, New Jersey and has been in the employ of Rex-Noreco, Inc. since October 12, 1970 and is in charge of the processing, preparing and discounting of all retail mobile home instalment contracts.

2. One of the lenders purchasing mobile home contracts from Loch Sheldrake Mobile Home Sales, Inc. is the Plaza National Bank, Secaucus, New Jersey. Your deponent prepares the work sheets for discounting under a service arrangement with said Bank. Yor deponent personally handled and is fully familiar with the fact that the Plaza National Bank, between the period from March 1, 1973 and the present time, has purchased approximately 30 retail instalment contracts (attached hereto) assigned to it from the selling dealer, LOCH SHELDRAKE MOBILE HOME SALES, INC. These retail instalment contracts are assigned by Loch Sheldrake Mobile Home Sales, Inc., the selling dealer, to Plaza National Bank who in turn sends its check for the proceeds to Loch Sheldrake Mobile Home Sales, Inc.

3. I am personally familiar with the fact that other lenders, from the time I started in Rex-Noreco's employ to the present time, have been purchasing retail instalment contracts from Loch Sheldrake Mobile Home Sales, Inc. and there is no question whatever in my mind that Loch Sheldrake Mobile Home Sales, Inc. never ceased to do business as a going concern and, as a matter of fact, does substantial business on the retailing of mobile homes and is a most essential ongoing and continuing operating subsidiary of Rex-Noreco, Inc.

Doris W. Oelbaum

Sworn to and subscribed before me this 25th day of April, 1974.

Notary Public
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 6, 1978

McHuvil Co @ Alumnus Rd. - Heversink, N.Y.

MOBILE HOME WORK SHEET

Customer's Name Claude O. Bycroft Account No. 2090-25-506

Address 151 Cole Street

Jersey City N.J. 07302

Dealer Koch Oldsmobile Mtr Sales Dealer No. PLAZA

Address

NY

MOBILE HOME DESCRIPTION

(N) 1971	Homette	64x12		MP 4096 F
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$5126.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to Pd by dealer		
Credit Check Fee		
Sales Tax		
Filing Fee County Clerk	2.00	
Other Charges		
TOTAL DEDUCTIONS		2.00
NET PROCEEDS DUE		$5124.00

MAR 1 4 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P. D.	484.76	Disc		SERVICE FEE	58.99
LIFE	642.82	Checked		DEALER ADVANCE	1200.00
V. S. I.	50.00	Rated		DEALER RESERVE	
P. E.		Dlr. Bk.		FILING FEE	2.00
OTHER				OTHER:	
TOTAL	1177.58			TOTAL	1260.99

MOBILE HOME WORK SHEET PLAZA

Customer's Name William Mc Allister   Account No. 2090-25-5199
Address 149 - 2nd. Ave.
New York, New York 10003
Dealer Rock Hill Trailer Sales   Dealer No.
Address Rock Hill, New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1965	Marlette	54x10		0823

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $ 1998.00

Less:

Dealer Holdback $
Floor Plan (T.R. # or pay to)
Credit Check Fee
Sales Tax
Filing Fee
Other Charges

TOTAL DEDUCTIONS
NET PROCEEDS DUE $ 1998.00

PAID APR 24 1973

REX AGENCY PLAN DISTRIBUTION			NORECO PLAN DISTRIBUTION	
P. D.	124.80	Disc.	SERVICE FEE	70.90
LIFE	77.84	Checked	DEALER ADVANCE	261.25
V. S. I.	25.00	Rated	DEALER RESERVE	
P. E.		Dlr. Bk.	FILING FEE	
OTHER			OTHER:	
TOTAL	227.64		TOTAL	332.15

77

MOBILE HOME WORK SHEET

PLAZA

Customer's Name [illegible] Account No. 2090-25-5226

Address [illegible]

[illegible] New York

Dealer [illegible] Dealer No.

Address [illegible] New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1967	Atlas	60 X 12	3	3773

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$3842.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$3842.00

PAID APR [illegible] 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	262.60	Disc.		SERVICE FEE	224.88
LIFE	239.00	Checked		DEALER ADVANCE	693.00
V.S.I.	35.00	Rated		DEALER RESERVE	
P.E.		Dir. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	536.60			TOTAL	917.88

MOBILE HOME WORK SHEET PLAZA

Customer's Name Caleb Del Vergato Account No. 2C9C-15-5243
Address Box 855 - Little Lantern Estates
Liberty, New York
Dealer Raynard Mobile Corp. Dealer No.
Address Rock Hill[illegible], New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1972	Star	70 x 12	3	4015

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$ 7116.00
Less:		
Dealer Holdback	$ —	
Floor Plan (T.R. # or pay to [illegible] Financial Corp.)	6401.75	
Credit Check Fee		
Sales Tax		
Filing Fee	2.50	
Other Charges		
TOTAL DEDUCTIONS		6404.25
NET PROCEEDS DUE		$ 711.75

MAY 4 1973

REX AGENCY PLAN DISTRIBUTION			
P.D.	611.50	Disc.	
LIFE	883.31	Checked	
V.S.I.	50.00	Rated	
P.E.		Dlr. Bk.	
OTHER			
TOTAL	1544.81		

NORECO PLAN DISTRIBUTION	
SERVICE FEE	1060.88
DEALER ADVANCE	502.50
DEALER RESERVE	167.50
FILING FEE	2.50
OTHER:	
TOTAL	1733.38

MOBILE HOME WORK SHEET

Customer's Name Cliff Van Pelt Account No. 2090-15-5249

Address Star Route, Box 83
Deposit, New York

Dealer [illegible] Cook Hillsdale Mobile Home Sales, Inc. Dealer No. [illegible]

Address Cook Hillsdale, New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1967	Horizon	60 X 12	3	1614

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$ 3292.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$ 3292.00

PAID
MAY 8 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	229.78	Disc.		SERVICE FEE	190.83
LIFE	249.27	Checked		DEALER ADVANCE	606.38
V.S.I.	35.00	Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	514.05			TOTAL	797.21

80

PLAZA

MOBILE HOME WORK SHEET

Customer's Name Robert Bock   Account No. 2090-25-5275

Address Box 243
Kiamesha Lake, New York

Dealer Cook Middletown Mobile Home Sales   Dealer No.

Address Cook Middletown, N.Y.

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1967	Brookwood	50x10	2	2714

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $ 1802.00

Less:

- Dealer Holdback $
- Floor Plan (T.R. # or pay to)
- Credit Check Fee
- Sales Tax
- Filing Fee
- Other Charges

TOTAL DEDUCTIONS

NET PROCEEDS DUE $ 1802.00

MAY 21 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P. D.	49.40	Disc		SERVICE FEE	20.28
LIFE	21.84	Checked		DEALER ADVANCE	92.40
V. S. I.	10.00	Rated		DEALER RESERVE	
P. E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	81.24			TOTAL	112.68

MOBILE HOME WORK SHEET

Customer's Name Arthur Liguori — Account No. [illegible]-25-5277

Address 35 [illegible] Hill Road
E. Durham, New York 12423

Dealer [illegible] Mobile Home Sales — Dealer No. PLAZA

Address [illegible], New York

MOBILE HOME DESCRIPTION

1969	[illegible]	60 X 12		241 C
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$5172.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$5172.00

[Stamp: MAY 2[illegible] 1973]

REX AGENCY PLAN DISTRIBUTION

P. D. 243.10
LIFE 147.37
V. S. I. 20.00
P. E.
OTHER

TOTAL 410.47

Disc.
Checked
Rated
Dlr. Bk.

NORECO PLAN DISTRIBUTION

SERVICE FEE 669.14
DEALER ADVANCE —
DEALER RESERVE —
FILING FEE
OTHER:

TOTAL 669.14

PLAZA

MOBILE HOME WORK SHEET

Customer's Name NAN ELISE TALLAKSEN Account No. 2090-25-5411

Address Fish Hollow

Hamden, New York

Dealer Rock Hillside Sales, Inc. Dealer No. ______

Address Rock Hillside, New York

MOBILE HOME DESCRIPTION

1966	Pontiac Chief	55 x 10		4291
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $2330.00

Less:

Dealer Holdback $______

Floor Plan (T.R. # or pay to ______) ______

Credit Check Fee ______

Sales Tax ______

Filing Fee ______

Other Charges ______

TOTAL DEDUCTIONS

NET PROCEEDS DUE $2330.00

REX AGENCY PLAN DISTRIBUTION

P. D. 166.40 Disc ______

LIFE 91.41 Checked ______

V. S. I. 25.00 Rated ______

P. E. ______ Dlr. Bk. ______

OTHER ______

TOTAL 282.81

NORECO PLAN DISTRIBUTION

SERVICE FEE 88.29

DEALER ADVANCE 302.50

DEALER RESERVE ______

FILING FEE ______

OTHER:

TOTAL 390.79

82

PLAZA

MOBILE HOME WORK SHEET

Customer's Name John M. Wood Account No. 2090-05-5453

Address Box 2

Loch Sheldrake, New York

Dealer Loch Sheldrake M.H. Sales, Inc. Dealer No.

Address Loch Sheldrake, New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1972	Homette	64 x 12	1	4013 F

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$5762.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$5762.00

PAID

REX AGENCY PLAN DISTRIBUTION

P.D.	312.00	Disc.	
LIFE	221.19	Checked	
V.S.I.	25.00	Rated	
P.E.		Dlr. Bk.	
OTHER			
TOTAL	558.19		

NORECO PLAN DISTRIBUTION

SERVICE FEE	204.26
DEALER ADVANCE	742.50
DEALER RESERVE	
FILING FEE	
OTHER:	
TOTAL	946.76

MOBILE HOME WORK SHEET

Customer's Name LEE LAWRENCE Account No. 2090-15-5454

Address SUTTON PLACE - FAIRGROUND RD.

MONTICELLO, NEW YORK

Dealer Lock Sheldrake M/H Sales, Inc. Dealer No. PLAZA

Address Lock Sheldrake, New York

MOBILE HOME DESCRIPTION

1970	Homette	60 x 12	3	286 0
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$4706.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$4706.00

PAID JUL 16 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P. D.	410.00	Disc.		SERVICE FEE	442.70
LIFE	528.34	Checked		DEALER ADVANCE	1091.48
V. S. I.	45.00	Rated		DEALER RESERVE	
P. E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	983.34			TOTAL	1534.18

MOBILE HOME WORK SHEET

Customer's Name Jesse Edwards   Account No. 2090-15-5585

Address [illegible] Hill Rd.

[illegible], New York

Dealer [illegible]   Dealer No. PLAZA

Address [illegible], N.Y.

MOBILE HOME DESCRIPTION

1970	General	64 x 12	4	2283
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$5862.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$5862.00

AUG 22 1972

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	488.00	Disc.		SERVICE FEE	366.75
LIFE		Checked		DEALER ADVANCE	1361.25
V.S.I.	50.00	Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	538.00			TOTAL	1728.00

MOBILE HOME WORK SHEET

Customer's Name: Louis Finkleiner — Account No. 2090-05-5612

Address: Four Winds M. H. Park, Ellenville, New York

Dealer: Rock Hill M. H. Sales — Dealer No. PLAZA

Address: Rock Hill, New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1966	Princess	60 x 12	3	5279

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$4060.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$4060.00

AUG 27 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	301.99	Disc.		SERVICE FEE	243.21
LIFE	253.89	Checked		DEALER ADVANCE	731.50
V.S.I.	35.00	Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	590.88			TOTAL	974.71

MOBILE HOME WORK SHEET

Customer's Name John Tompkins
Account No. 2090-35-5658
Address P.O. Box 213
Deposit, New York
Dealer Lock Whildale W.H. Miley Inc
Dealer No. PLAZA
Address Lock Whildale, New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1969	Monetti	60 X 12	3	398 C

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $4272.00

Less:

Dealer Holdback $

Floor Plan (T.R. # or pay to)

Credit Check Fee

Sales Tax

Filing Fee

Other Charges

TOTAL DEDUCTIONS

NET PROCEEDS DUE $4272.00

PAID
SEP 2 7 1972

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	315.12	Disc		SERVICE FEE	255.46
LIFE	266.90	Checked		DEALER ADVANCE	770.00
V.S.I.	35.00	Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	617.02			TOTAL	1025.46

MOBILE HOME WORK SHEET

Customer's Name: Warren Frieling Account No. 7080-25-5659

Address: Rural Rt. 1, Box 151-B - Thunderhill Rd.

Woodbury, New York

Dealer: Lake Shultz ... Jr. Dealer No. PLAZA

Address: Lake ..., New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1966	Brookwood	60 X 12		1814

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$4484.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$4484.00

PAID SEP 27 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P. D.	308.56	Disc		SERVICE FEE	263.61
LIFE	278.52	Checked		DEALER ADVANCE	808.50
V. S. I.	35.10	Rated		DEALER RESERVE	
P. E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	622.38			TOTAL	1072.11

MOBILE HOME WORK SHEET **PLAZA**

Customer's Name: Richard Holmes Jr. — Account No. 2090-01-5634

Address: Little Britain Estates

[illegible], New York

Dealer: [illegible] — Dealer No.

Address: [illegible], New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1973	Buddy	64 x 12		0411-370 H

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$6816.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$6816.00

should be TR 3 5123.00

PAID OCT 4 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	611.50	Disc		SERVICE FEE	1023.77
LIFE	849.32	Checked		DEALER ADVANCE	480.00
V.S.I.	50.00	Rated		DEALER RESERVE	160.00
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	1510.82			TOTAL	1663.77

MOBILE HOME WORK SHEET

PLAZA

Customer's Name Christine Lawrence Account No. 2090-01-565

Address Green Gap Road

Bloomingdale, New York

Dealer [illegible] Corp. Dealer No.

Address [illegible], New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1973	Buddy	64 x 12	3	0411-367 H

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $4945.00

Less:

Dealer Holdback $

Floor Plan (T.R. # or pay to)

Credit Check Fee

Sales Tax

Filing Fee

Other Charges

should be TR 5 $5037.01

TOTAL DEDUCTIONS

NET PROCEEDS DUE $4945.00

OCT 4 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	569.26	Dis		SERVICE FEE	783.07
LIFE	631.96	Checked		DEALER ADVANCE	341.25
V.S.I.	50.00	Rated		DEALER RESERVE	113.75
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	1251.22			TOTAL	1238.07

90

MOBILE HOME WORK SHEET PLAZA

Customer's Name [illegible] Account No. 2090-25-5739

Address [illegible]

[illegible]

Dealer [illegible] Dealer No.

Address [illegible]

MOBILE HOME DESCRIPTION

1972	[illegible]	65 x 12		8301
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance	$ 7692.00
Less:	
Dealer Holdback	$
Floor Plan (T.R. # or pay to LFC)	6620.50
Credit Check Fee	
Sales Tax	
Filing Fee	
Other Charges	
TOTAL DEDUCTIONS	6620.50
NET PROCEEDS DUE	$ 1071.50

PAID OCT 25 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	738.26	Disc		SERVICE FEE	1168.35
LIFE	963.24	Checked		DEALER ADVANCE	540.00
V.S.I.	50.00	Rated		DEALER RESERVE	180.00
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	1751.50			TOTAL	1888.35

91

MOBILE HOME WORK SHEET PLAZA

Customer's Name [illegible] Account No. [illegible]

Address [illegible]

[illegible]

Dealer [illegible] Dealer No.

Address [illegible]

MOBILE HOME DESCRIPTION

1965	[illegible]	55 X 10		3141
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$2150.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$2150.00

DEC 1? 1970

REX AGENCY PLAN DISTRIBUTION

P.D. 82.75

LIFE 51.44

V.S.I. 15.10

P.E.

OTHER

TOTAL [illegible]

Disc

Checked

Rated

Dlr. Bk.

NORECO PLAN DISTRIBUTION

SERVICE FEE [illegible]

DEALER ADVANCE 165.00

DEALER RESERVE

FILING FEE

OTHER:

TOTAL 207.11

MOBILE HOME WORK SHEET PLAZA

Customer's Name Philip Barust Account No. 2090-5-5868

Address Box 29

Ogdensburg New York

Dealer Rock Wildcat M.H. Sales Dealer No.

Address Rock Wildcat, New York

MOBILE HOME DESCRIPTION

1970	Community House	60 x 12		925
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$5118.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$5118.00

DM paid 12-27-73

DEC 20 1973

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	347.95	Disc		SERVICE FEE	311.17
LIFE	385.62	Checked		DEALER ADVANCE	924.00
V.S.I.	35.00	Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	768.57			TOTAL	1235.17

PLAZA

MOBILE HOME WORK SHEET

Customer's Name Justin Harrington Account No. 2590-25-5977
Address Box 627
Livingston Manor, New York
Dealer Rock Shelldrake M.H. Dealer No.
Address Rock Shelldrake, N.Y.

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1970	Homette	60 x 12		5760

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$5330.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$5330.00

FEB 4 1974

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	396.08	Disc		SERVICE FEE	323.68
LIFE	401.46	Checked		DEALER ADVANCE	962.50
V.S.I.		Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	797.54			TOTAL	1286.18

MOBILE HOME WORK SHEET PLAZA

Customer's Name Charles Porter Account No. 2090-15-593

Address Little Britain Estates

Liberty, New York

Dealer Rock Hill Mobile Home Sales Dealer No.

Address Rock Hill, New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1969	Hillcrest	60 x 12		864C

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$ 4800.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$ 4800.00

FEB 4 1971

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	328.25	Disc		SERVICE FEE	449.91
LIFE	366.37	Checked		DEALER ADVANCE	808.50
V.S.I.	35.00	Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	729.62			TOTAL	1258.41

MOBILE HOME WORK SHEET PLAZA

Customer's Name Robert Whipple Account No. 2090-15-5953
Address Little Estates
Liberty, New York
Dealer Dealer No.
Address N.Y.

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1973	Bartly	64 x 12		3754

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $ 6520.00

Less:

Dealer Holdback $ 771.23

Floor Plan (T.R. # or pay to RFC)

Credit Check Fee

Sales Tax

Filing Fee $5037.00

Other Charges

TOTAL DEDUCTIONS

NET PROCEEDS DUE FEB 18 1974 5748.77 $ ~~6520.00~~

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	611.50	Disc.		SERVICE FEE	2071.86
LIFE	824.24	Checked		DEALER ADVANCE	457.50
V.S.I.	50.00	Rated		DEALER RESERVE	152.50
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	1485.74			TOTAL	2681.86

PLAZA

MOBILE HOME WORK SHEET

Customer's Name: Patrick Killen   Account No. 2090-05-6002

Address: Rt 3 - Box 508

Monticello, New York

Dealer: Howard Blds & Corp.   Dealer No. ______

Address: North Ste..., New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1974	Sylvan	60 x 12	3	1640

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $5307.00

Less:

Dealer Holdback $______

Floor Plan (T.R. #, or pay to ______) ______

Credit Check Fee ______

Sales Tax ______

Filing Fee ______

Other Charges

______ ______

______ ______

TOTAL DEDUCTIONS

NET PROCEEDS DUE $5307.00

MAR 0 5 1974

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	577.00	Disc.		SERVICE FEE	919.79
LIFE	675.21	Checked		DEALER ADVANCE	408.37
V.S.I.		Rated		DEALER RESERVE	86.63
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	1252.21			TOTAL	1414.79

MOBILE HOME WORK SHEET PLAZA

Customer's Name [illegible] Account No. 2090-15-6003

Address [illegible]

[illegible]

Dealer [illegible] Dealer No.

Address [illegible]

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1965	[illegible]	50 x 10		3704

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$1920.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$1920.00

MAR 9 1974

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	129.00	Disc		SERVICE FEE	265.80
LIFE	90.84	Checked		DEALER ADVANCE	67.50
V.S.I.		Rated		DEALER RESERVE	22.50
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	219.84			TOTAL	355.80

MOBILE HOME WORK SHEET

PLAZA

Customer's Name Elwin Heidenburgh Account No. 2090-25-603

Address Roscoe, New York

Dealer Roscoe Beldicke M H Sales Dealer No.

Address Roscoe, Beldicke, New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1966	Fleetwood	12 X 60	3	1239

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $1714.00

Less:

Dealer Holdback $

Floor Plan (T.R. # or pay to)

Credit Check Fee

Sales Tax

Filing Fee

Other Charges

TOTAL DEDUCTIONS

NET PROCEEDS DUE $1714.00

MAR 27 1974

REX AGENCY PLAN DISTRIBUTION

P. D. 98.80

LIFE 81.53

V. S. I. 25.00

P. E.

OTHER

TOTAL 205.33

Disc.

Checked

Rated

Dlr. Bk.

NORECO PLAN DISTRIBUTION

SERVICE FEE 98.84

DEALER ADVANCE 220.00

DEALER RESERVE

FILING FEE

OTHER:

TOTAL 318.84

MOBILE HOME WORK SHEET **PLAZA**

Customer's Name: Wayne [illegible] Account No. 2070-05-665

Address: [illegible]

[illegible], New York

Dealer: [illegible] Dealer No. ____

Address: [illegible], New York

MOBILE HOME DESCRIPTION

Year	Make	Size	# Bedrooms	Serial No.
1970	[illegible]	64 X 14		5827

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$5678.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to ____)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$5678.00

APR 4 1974

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P. D.	596.26	Disc.		SERVICE FEE	809.31
LIFE	774.93	Checked		DEALER ADVANCE	1457.50
V. S. I.	50.00	Rated		DEALER RESERVE	
P. E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	1421.19			TOTAL	2266.81

MOBILE HOME WORK SHEET

PLAZA

Customer's Name Stanley Porter Account No. 2090-10-6078

Address P.O. Box 54

Long Eddy, New York

Dealer Cooke & Stilldeale & Whitelees Dealer No. ________

Address Cooke Stilldeale, New York

MOBILE HOME DESCRIPTION

1968	Joycraft	60 x 12		24231
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance $4052.00

Less:

Dealer Holdback $________

Floor Plan (T.R. # or pay to ________) ________

Credit Check Fee ________

Sales Tax ________

Filing Fee ________

Other Charges

________ ________

________ ________

TOTAL DEDUCTIONS ________

NET PROCEEDS DUE $4052.00

PAID APR 5 1971

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P. D.	275.73	Disc.		SERVICE FEE	331.10
LIFE	309.54	Checked		DEALER ADVANCE	731.50
V. S. I.	35.00	Rated		DEALER RESERVE	
P. F.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	620.27			TOTAL	1062.60

MOBILE HOME WORK SHEET

PLAZA

Customer's Name William Owens Account No. 2090-10-1095

Address Creamery Road

Bray Gap Valley, New York

Dealer Rock Sheldrake Sith Co. Dealer No.

Address Rock Sheldrake, New York

MOBILE HOME DESCRIPTION

1968	Marlinna	60 x 12		5290
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$3734.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$3734.00

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P. D.	291.04	Disc.		SERVICE FEE	306.71
LIFE	285.58	Checked		DEALER ADVANCE	673.75
V. S. I.		Rated		DEALER RESERVE	
P. E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	576.62			TOTAL	980.46

MOBILE HOME WORK SHEET **PLAZA**

Customer's Name Bernard Knack Account No. 2090-20-6117

Address Fort Mt. Rd.

White Sulphur Springs, New York

Dealer Roch Sheldrake [illegible] Dealer No.

Address Rock Sheldrake, New York

MOBILE HOME DESCRIPTION

1971	Highlander	60 X 12		6554
Year	Make	Size	# Bedrooms	Serial No.

COMPUTATION OF DEALER PROCEEDS

Unpaid Cash Price Balance		$4476.00
Less:		
Dealer Holdback	$	
Floor Plan (T.R. # or pay to)		
Credit Check Fee		
Sales Tax		
Filing Fee		
Other Charges		
TOTAL DEDUCTIONS		
NET PROCEEDS DUE		$4476.00

PAID APR 18 1974

REX AGENCY PLAN DISTRIBUTION				NORECO PLAN DISTRIBUTION	
P.D.	301.99	Disc.		SERVICE FEE	364.14
LIFE	341.50	Checked		DEALER ADVANCE	808.50
V.S.I.	35.00	Rated		DEALER RESERVE	
P.E.		Dlr. Bk.		FILING FEE	
OTHER				OTHER:	
TOTAL	678.49			TOTAL	1172.64

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
- - - - - - - - - - - - - - - - - - x

REX-NORECO, INC.,

Plaintiff,

-against-

ISIDORE GOODSTEIN and
PARKSVILLE MOBILE MODULAR, INC.,

Defendants.

- - - - - - - - - - - - - - - - - - x

ORDER TO SHOW CAUSE TO PUNISH THE DEFENDANTS FOR CONTEMPT OF COURT

78 Civ. 1728 (MEL)

Upon the Order of this Court granting a preliminary injunction against defendants entered on June 4, 1974 and affirmed by an Order of the Court of Appeals for the Second Circuit on July 3, 1974, and upon the annexed affidavit of Jeffrey A. Fillman sworn to August 21, 1974 and upon all of the pleadings and proceedings heretofore had herein, it is

ORDERED, that defendants show cause before this Court in Room 2903 of the United States Courthouse, Foley Square, New York, New York, on the 28 day of August, 1974 at 10 o'clock A.M. of that day, or as soon thereafter as counsel may be heard, why an order should not be entered, pursuant to the inherent authority of this Court, RULE 14 OF LOCAL CIVIL RULES and Rule 7 of the Federal Rules of Civil Procedure to punish the defendants and each of them for contempt of this Court upon the ground that such defendants, directly or indirectly have engaged and continue to engage in the sale of mobile homes within the interdicted area, in

violation of the Order of June 4, 1974, and it is further

ORDERED, that delivery of a copy of this Order to Show Cause and of the papers upon which it is granted by 4 PM personal service on or before August 23, 1974, upon 4 PM Messrs. Fabricant, Lipman, Kennedy & Sweeney, outgoing attorneys for defendants herein, at 1 Harriman Square, Goshen, New York 10924, the address designated by said attorneys, shall be sufficient service of this Order to Show Cause.

Dated: New York, New York
August 21, 1974

Morris E. Lasker
U.S.D.J.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

---------------------------------x

REX-NORECO, INC.,

Plaintiff,

-against-

ISIDORE GOODSTEIN and PARKSVILLE MOBILE MODULAR, INC.,

Defendants.

---------------------------------x

AFFIDAVIT

STATE OF NEW YORK)
: SS.
COUNTY OF NEW YORK)

JEFFREY A. FILLMAN, being duly sworn, deposes and says:

1. I am a member of the firm of Finley, Kumble, Heine, Underberg & Grutman, attorneys for plaintiff, and have personal knowledge of the facts as set forth herein as I am also Assistant Secretary of plaintiff corporation ("Rex-Noreco").

Relief Requested.

2. I submit this affidavit in support of plaintiff's application to punish defendants for contempt of this Court and for other relief warranted by repeated and deliberate flouting and violation of an order entered June 4, 1974 enjoining defendants, individually and collectively, from engaging in the sale of mobile homes, directly or indirectly, at their present location or any other location, within a specified area, and further enjoining the defendants from advertising, servicing or financing

mobile homes within the same area. The order entered June 4, 1974, as affirmed by the Court of Appeals for the Second Circuit on July 3, 1974, is annexed as Exhibit "A". The reason this application is being brought on by an Order to Show Cause rather than by Notice of Motion is that plaintiff suffers and continues to suffer irrepairable injury from the repeated violations of the Order granting preliminary injunction for which it now seeks to punish the defendants.

3. There have been numerous sales of mobile homes by the defendants, their agents, officers and employees, and widely disseminated advertising within the interdicted area from and after June 14, 1974, the date upon which the order took effect after a stay of ten days to afford an opportunity to appeal. This course of conduct on the part of the defendants evinces a callous disregard for the authority of this Court and for the rights of the plaintiff as determined and warrants the imposition of a fine upon both the individual and corporate defendants, a relinquishment by the defendants of all of the profits made as a result of their illegal sales and such other relief as the Court deems appropriate after holding a full, evidentiary hearing.

Nature of the Action.

4. Plaintiff seeks, among other things, a permanent injunction and the enforcement of an agreement between plaintiff and defendant Isidore Goodstein, a former employee of Rex-Noreco, whereby Goodstein agreed that when his employment terminated he would not engage in competitive activity for two years within 200 miles of Rex-Noreco mobile home retail sales location at Loch Sheldrake. Goodstein left his employment with Rex-Noreco on February 5, 1974 and thereafter violated the agreement.

Flagrant Violations

5. Annexed as Exhibit "B" is a copy of page 38, dated August 7, 1974, of a publication called the "Catskill Shopper", which purports to have a weekly circulation of 35,000. A 49-square-inch advertisement replete with bold-faced type urges the purchase of mobile homes with "100% financing" from Parksville Mobile Modular Homes, Inc. located at Exit 97, Route 17, Parksville, New York. Parksville, in Sullivan County, is a location within a 200-mile radius of Loch Sheldrake, New York, the prohibited area; indeed, in the findings of fact which the Court has already made and upon which the preliminary injunction was granted, the Court found, at Paragraph 10, that defendants' retail sales location at Parksville was within seven miles of Loch Sheldrake.

6. Plaintiff knows that sales have taken place but is unable to determine how many there have been since the order took effect without the aid of a hearing at which witnesses can be examined, records produced and thorough disclosure made to this Court of the shocking actions of the defendants.

7. A telephone call on August 2, 1974 at 12:05 p.m. to the corporate defendant by an employee of the plaintiff and plaintiff's vice president elicited the response that defendant Parksville had available for immediate sale several makes of double-width, mobile homes; prices were quoted; and it was represented by defendant through a person identifying himself as David Goodstein, that the sales lot was open for business

from 9:00 a.m. to 9:00 p.m. six days a week and on Sundays from Noon to 6:00 p.m.

Conclusion

8. It is evident that the Court's order entered on June 4, 1974 has been willfully and knowingly disregarded and that Rex-Noreco is entitled to the relief requested.

9. No other application for the relief requested herein has been made or presented to this Court or any other Court.

NOW WHEREFORE, it is respectfully requested that this Court grant an order setting down for a full evidentiary hearing, at a date and time to be determined by the Court as soon as may be practicable the matter of the repeated, willful violations by defendants of the order granting preliminary injunction entered on June 4, 1974; and that the defendants and each of them shall be fined for contempt of court and made to disgorge to plaintiff all of the profits of the illegal sales made by them and granting to plaintiff such other and further relief as the Court deems proper.

[signature]
Jeffrey A. Fillman

Sworn to before me this
21st day of August, 1974

LENORE FLORY
NOTARY PUBLIC, STATE OF NEW YORK
No. 31-1256778
Qualified in New York County
Commission Expires March 30, 1975

Lenore Flory

Exhibit A

FIREMAN'S FUND
AMERICAN INSURANCE COMPANIES

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

BOND NO. 2439603

UNITED STATES DISTRICT COURT
Southern DISTRICT OF NEW YORK

REX NORECO INC.
Plaintiff
against
ISIDOR GOODSTEIN AND PARKSVILLE MOBILE MODULAR INC.
Defendants

74 Civ. 1728
(MEL)

PRELIMINARY
UNDERTAKING ON INJUNCTION

THE ABOVE NAMED plaintiff having applied to one of the Judges of this Court for an order to show cause why a preliminary injunction should not issue and for a temporary restraining order, pending hearing thereon, and Judge MORRIS E. LASKER having signed the said order to show cause ~~restraining the defendant~~ and directing that a hearing be held, and such hearing in fact having been held; and

WHEREAS, Judge MORRIS E. LASKER having on the 20th day of May 1974 granted a temporary restraining order and directed that plaintiff file security in the sum of FIFTEEN THOUSAND AND 00/100-------------($15,000.00)------------------------------------

NOW, THEREFORE, NATIONAL SURETY CORPORATION, having an office and place of business in the City, County and State of New York, does hereby, pursuant to the Statute in such case made and provided, undertaken in the sum of FIFTEEN THOUSAND AND 00/100---------------($15,000.00)---------------------------- DOLLARS, that the plaintiff will pay to the defendant so enjoined, such damages, and costs not exceeding the before mentioned sum as they may sustain by reason of said order to show cause and said injunction if same should issue, if the Court finally decides that the plaintiff was not entitled thereto, such damages and costs to be ascertained and determined by the Court, or by a Referee appointed by the Court, or by a writ of inquiry, or otherwise as the Court shall direct.

DATED, New York, May 22 1974

NATIONAL SURETY CORPORATION

By Roberta Rosenfeld
Roberta Rosenfeld
Attorney-in-Fact

360560-NS-1-73

111

COUNTY OF New York } ss.:

On the 22nd day of May in the year 1974 before me personally came Roberta Rosenfeld to me known, who, being by me duly sworn, did depose and say that he resides xx at 2807 Ave I., Bkyn, N.Y.; that he is an Attorney-in-Fact of NATIONAL SURETY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by the board of directors of said corporation, and that he signed his name thereto by like order, and that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939 constituting Chapter 28 of the Consolidated Laws of the State of New York known as the Insurance Law, as amended, issued to the National Surety Corporation his certificate that said Corporation is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guarantees and other obligations required or permitted by law; and that such certificate has not been revoked.

[signature]
Notary Public

POWER OF ATTORNEY

KAREN McMULLIN
NOTARY PUBLIC, State of New York
No. 41-2434575
Qualified in Queens County
Certificate filed in New York County
Commission Expires

STATE OF NEW YORK } ss.:
COUNTY OF New York

I, Walter Pratz Res. Assistant Secretary of NATIONAL SURETY CORPORATION, do hereby certify that the following is a full, true and correct copy of Article VII and VIII of the By-Laws of the NATIONAL SURETY CORPORATION adopted on the 2nd day of October, 1970, and now in full force and effect, to wit:

Article VII. *Execution of Instruments Pertaining to the Insurance Business of the Company.*

Section 28. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Company, shall be validly executed when signed on behalf of the Company by the Chairman of the Board of Directors, the President, any Vice President, any other officer, employee, agent or attorney-in-fact authorized to so sign by (i) the Board of Directors, (ii) the Chairman of the Board of Directors, (iii) the President, (iv) any Vice President, or (v) any other person empowered by the Board of Directors, the Chairman of the Board of Directors, the President, or any Vice President to give such an authorization, provided that all policies of insurance shall also bear the signature of the Secretary, which may be a facsimile, and unless manually signed by the Chairman of the Board of Directors, the President, or a Vice President, a facsimile signature of the Chairman of the Board of Directors or the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the Corporate seal shall not be necessary to the valid execution of any instrument but any person authorized to execute such instrument may affix the Company's seal thereto.

Article VIII. *Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact, and Agents to Accept Legal Process and Make Appearances.*

"Section 29. *Appointment.* The Chairman of the Board of Directors, the President, any Vice President, or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Company and Agents to accept legal process and make appearances for and on behalf of the Company.

"Section 30. *Authority.* The authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

I do further certify that pursuant to said By-laws Thomas T. Carnick, Lawrence Carr, Harold J. Carr, Walter M. Carr, Barbara DeGray, Stella Dill, Robert Di Scala, George H. Faha, William W. Finkle, Anthony Garbarini, Denise Gennari, Kenneth R. Heitman, C. A. Humenik, Robert M. Kumpfbeck, Charles W. LeVine, James D. McAdoo, Karen McMullin, Zelda Multz, Robert K. O'Brien, Charles F. Perkins, Joan M. Pfarner, Walter Pratz, Roberta Rosenfeld, Lawrence H. Savoy, Noel Slinker, Christine A. Szal, Robert J. Vairo, Joseph A. Vallone, Wayne W. Watson, Robert J. Wheaton and Floyd H. White were each duly appointed Attorney-in-Fact of NATIONAL SURETY CORPORATION on the 1st day of January, 1973, with full power and authority to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings, without limitation as to the amount. Said power of attorney is in full force and effect and has not been revoked.

I do further certify that the Superintendent of Insurance of the State of New York has issued to the NATIONAL SURETY CORPORATION his certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings and other obligations or guarantees, as provided in the Insurance Law of the State of New York and all laws amendatory thereof and supplementary thereto; and that such certificate has not been revoked.

Subscribed and sworn to before me this

22nd day of May 1974

[signature]
Notary Public

[signature]
Res. Assistant Secretary

REV. 1-73

KAREN McMULLIN
NOTARY PUBLIC, State of New York
No. 41-2434575
Qualified in Queens County
Commission Expires March 30, 1975

REX NORECO, INC.
Plaintiff

against

ISIDOR GOODSTEIN AND PARKSVILLE MOBILE MODULAR INC.
Defendants

PLAINTIFF'S UNDERTAKING ON PRELIMINARY INJUNCTION

112

NATIONAL SURETY CORPORATION

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REX-NORECO, INC.,

Plaintiff,

-against-

ISIDORE GOODSTEIN, and
PARKSVILLE MOBILE MODULAR, INC.,

Defendants.

U. S. DISTRICT COURT FILED MAY 20 1974 S. D. OF N. Y.

74 Civ. 1728 (MEL)

ORDER FOR PRELIMINARY INJUNCTION

This cause having come on to be heard on plaintiff's motion for a preliminary injunction pursuant to an Order to Show Cause dated April 19, 1974 and the Court, the Hon. Morris E. Lasker, District Judge, presiding, having considered the Complaint, and having heard and considered plaintiff's said application for a preliminary injunction and all the affidavits and exhibits filed herein to date, and having considered all memoranda of law filed by counsel, and the evidence presented at the hearing held before the Court on April 30, 1974 as well as oral argument of counsel in support of. and in opposition to plaintiff's application for a preliminary injunction and the Court being of the opinion that plaintiff has made the requisite showing for the granting of preliminary injunctive relief, the Court now makes the following:

FINDINGS OF FACT

1. Plaintiff, Rex Noreco, Inc. ("Rex") is a corporation organized and existing under the laws of the State of New Jersey with its principal place of business in Englewood, New Jersey. It is qualified to do business and maintains a

sales location for the sale of mobile homes at Loch Sheldrake, Sullivan County, New York.

2. Defendant, Isidore Goodstein ("Goodstein") is an individual residing at and engaged in business in and about Parksville, Sullivan County, New York.

3. Defendant, Parksville Mobile Modular, Inc. ("Parksville") is a corporation organized and existing under the laws of the State of New York with its principal place of business in or about Parksville, Sullivan County, New York. None of the jurisdictional allegations as to the respective parties hereto as set forth hereinbefore are or have been controverted by the parties.

4. Goodstein began his employment with Rex in November, 1965 as a sales lot manager. Goodstein remained continuously in Rex's employ until on or about February 5, 1974, when Goodstein sent in notice of termination of his employment to Rex. At the time that Goodstein resigned from Rex's employ, and for some time prior thereto, he was a Vice President of Rex and was paid a salary of approximately $30,000.00 per year plus substantial fringe benefits consisting of stock options and the like.

5. During the years that Goodstein was employed by Rex in the course of, and as part of his duties with Rex, Goodstein received training in and exposure to those factors material and relevant to successful selection and operation of mobile home retail sales lots. The operation of the mobile home retail sales lots industry is a specialized and unique business which has characteristics differentiating it from other retail operations. Particularly after his promotion

to an executive position with Rex, Goodstein also received confidential information, trade secrets and know-how relating to the retailing and other facets of mobile home operations generally and to the operations of Rex in particular, which had been developed by Rex over the years.

6. Included in the exposure to Rex's confidential information, trade secrets and know-how which Goodstein received were specialized sources of new and used mobile homes; methods for merchandising new and used mobile homes with maximum effectiveness; information relating to the selection of sites for mobile home retail sales outlets particularly in the Sullivan County, New York area; the operating results of various retail sales outlets operated by Rex; and methods and sources for financing new and used mobile home inventories. Goodstein reached the point with Rex where it was his responsibility to select sites for Rex operated retail outlets in areas as diverse as Williamsport, Pennsylvania; Ellenville and Loch Sheldrake, New York; Wilson, North Carolina; and Jacksonville, Florida.

7. On or about August 14, 1970 by reason of the ever increasing amount of confidential information, trade secrets and know-how to which Goodstein was becoming privy by reason of his employment, and as an inducement to Rex to continue him in such employment, Goodstein signed an agreement with Rex. Exhibits A and B annexed to the complaint constitute a true and correct copy of said agreement. Said agreement

has been continuously in force and effect since that time except that Goodstein terminated his employment thereunder on or about February 5, 1974. Rex has performed all of its obligations under said agreement.

8. Said agreement provided in pertinent part that during the period of Goodstein's employment by Rex, Goodstein would devote his "entire time" to his employment by Rex and could not have "a financial or beneficial interest in any business or enterprise engaged in the same or similar business" to that of Rex. Said agreement further contained the restrictions hereinafter set forth letter of interpretation of even date therewith also annexed on Goodstein's acitivites for a two year period following termination of Goodstein's employment with Rex within a two hundred mile radius of Rex's retail sales locations existing on August 14, 1970 or on the date of such termination of employment.

> "3. the EMPLOYEE agrees that on the termination of its employment, for any reason whatsoever, he will not for (2) two year (s) thereafter engage, either directly or indirectly, in any business or employment similar to or competitive with the business of the EMPLOYER, nor will he within said period of time divert or attempt to divert from the EMPLOYER, or any business or concern represented by it, any business whatsoever, particularly by influencing or attempting to influence any of the customers or business contacts of the EMPLOYER. The EMPLOYEE agrees to the foregoing covenants and restrains as to his acitivites upon the termination of his employment, recognizing the irreparable damage which will or may result to the EMPLOYER in the event of a breach of these covenants and restraints. The EMPLOYEE further agrees that in the event of such breach, the EMPLOYER shall be entitled, in addition to any other remedies and damages available to it by law, to a preliminary restraint and temporary and permanent injunctions to restrain the violation by the EMPLOYEE of such covenants and restraints."

9. During the last several months while employed by Rex, and after he terminated his employment with Rex on or about February 5, 1974, Goodstein knowingly violated and continues to violate the terms and provisions of said agreement. On November 26, 1973 while still employed by Rex, Goodstein caused defendant Parksville to be incorporated under the laws of the State of New York, with Goodstein being the principal officer and shareholder thereof, for the purpose of engaging in the mobile home business in competition with Rex. Such facts were not known to Rex at the time that Goodstein terminated his employment with Rex.

10. Goodstein, through Parksville, is presently making and has made arrangements to own and operate, and in fact is admittedly owning and operating, a mobile home retail sales location in Parksville, Sullivan County, New York, within seven miles of the Loch Sheldrake, New York location of a Rex mobile home retail sales location. Said Rex retail sales mobile home location was in existence and operation at Loch Sheldrake on August 14, 1970 and has been in existence and operation continuously thereafter. In this region and in this type of business the two mobile home retail sales locations will clearly be in direct competition. The extent of conflict and abuse of confidential information in the selection of this location by Goodstein for his and Parksville's mobile home retail sales location is indicated by the fact that it was Goodstein who, while in the employ of Rex, selected the Loch Sheldrake site for the Rex sales location. Furthermore,

as an officer of Rex, Goodstein had access to and availed himself of operating results of Rex's Loch Sheldrake outlet.

11. Goodstein has refused to cease and desist from his competitive activities despite Rex's demands that such be done.

12. If defendants' conduct is permitted to continue Rex will suffer irreparable injury in terms of loss of retail business, interference with proper performance of service obligations to lending institution clients, and harm to good will developed over the years. Rex does not have an adequate remedy at law to compensate it as to such injury.

CONCLUSIONS OF LAW

I. This Court has jurisdiction over the parties hereto and over the subject matter of this litigation.

II. The conduct of defendants and each of them: in engaging in the business of selling mobile homes at their mobile home retail sales location located in or about Parksville within seven miles of Loch Sheldrake, is,

~~prima facie~~, a violation of the August 14, 1970 agreements between Rex and Goodstein.

III. This Court therefore has the power in its discretion to enjoin the acts on the part of defendants, and each of them, to maintain the status quo until a final determination.

IV. On all the facts and the showing made by the parties and their declared intentions, this Court is warranted in exercising its discretion to grant a preliminary injunction to endure until final determination has been made as to Rex's right to a permanent injunction, or until August 24, 1975, whichever occurs first.

NOW THEREFORE, this Court being duly advised in the premises and believing in its discretion that relief should be granted to the plaintiff;

IT IS HEREBY, ORDERED AND DECREED:

That the defendants, ISIDORE GOODSTEIN and PARKSVILLE MOBILE MODULAR, INC., individually and collectively, are hereby enjoined and restrained until final determination of this action from directly or indirectly in any way:

(a) engaging in the sale of mobile homes, directly or indirectly, from defendants' present sales location located in or about Parksville, Sullivan County, New York, or from any other location within a 200 mile radius of Loch Sheldrake, except that the terms of this Order for Preliminary Injunction shall not be effective as respects performance of any contracts for the sale of mobile homes made by the defendants prior to the making of this Order or to delivery of any mobile home pursuant thereto;

(b) performing or commiting advertising, servicing, or financing of the sale of mobile homes at Loch Sheldrake, or insuring mobile homes or the lives of mobile home purchasers as an incident to the sale of mobile homes in Loch Sheldrake, Sullivan County, New York;

and it is further

ORDERED AND DECREED that the terms of this Order for Preliminary Injunction are stayed for a period of ten (10) days, after filing and entry of same in the office of the Clerk of this Court, to afford the plaintiff an opportunity to appeal this Order and to apply for a further stay in connection with said appeal.

The plaintiff shall file security in a form satisfactory to the Clerk of this Court in the amount of Fifteen Thousand Dollars ($15,000).

Morris E. Lasker
United States District Judge

Dated: New York, New York
May 20, 1974.

Exhibit B

KRIEGER'S Unbeatable
SUPER SPECIAL!

'74 Saab 99L

The Car With All This

* Front wheel drive
* Radial tires
* 4 wheel power disc brakes
* [illegible]
* Fully reclining front bucket seats
* Heated driver's seat
* Rack & pinion steering
* Full factory undercoat & rust proofing
* Rear window defogger & side window defogger

AND MORE

* SPECIAL SAAB FEATURE - 1 year UNLIMITED mileage warranty

List Price $4683.

30 Miles
Per Gallon

For Only $4295

Match this price & value with any car

KRIEGER'S
Chevrolet-Oldsmobile

Subaru Saab
Woodridge, N.Y. QUICKWAY EXIT 109
(914) 434-4770

19 FT. FIBERGLASS EVINRUDE ROGUE BOAT For Sale. 200 HP OMC Stern Drive. Evinrude Heavy Duty Trailer with Electric Brakes. Excellent Condition. Must See to Appreciate. 914-794-9514.

ANTIQUES AND APPAREL. Women's Uniforms. Some Wash-N-Wear Cottons at $1.98. Others and Pant Sets at Bargain Prices. Wide Variety Antiques in Two Stores. BECKER'S, Loch Sheldrake, New York.

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WE WILL NOT BE UNDERSOLD

1 Year Dealer Warranty STATE CODE

All 74-12 Wides Specially Priced For Quick Sale

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Albert and Nellie DeMarmels
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Formerly of Little Britain
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Plus an Excellent
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14' Wides

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24x52 Double Wide 3-Bedroom
1¾ Bath Ready to Move Into
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modular homes
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RTE. 17 PARKSVILLE
LIBERTY — LIVINGSTON MANOR
PARKSVILLE MOBILE AND MODULAR HOMES

MOVED

UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF NEW YORK

- X

REX-NORECO, INC.,

Plaintiff,

-against-

AFFIDAVIT

ISIDORE GOODSTEIN and PARKSVILLE MOBILE MODULAR, INC.,

74 Civ. 1728 (MEL)

Defendants.

- X

STATE OF NEW YORK :
: SS.:
COUNTY OF ORANGE :

ISIDORE GOODSTEIN, being duly sworn, deposes and says:

I am the individual defendant named in the above entitled action.

I make this affidavit in response to the motion by the plaintiff to punish me for contempt of court for allegedly violating the terms of a Preliminary Injunction issued by this Court, dated May 20th, 1974.

On July 30th, 1974, I sold all my interest in Parksville Mobile Modular Homes, Inc. to Adam Filipowski. A copy of said contract of sale is annexed hereto. Simultaneously, I resigned my office as director of said corporation and similarly my wife, Constance Goodstein, executed a resignation of her position as Secretary and Treasurer of said corporation. Copies of said resignations are annexed hereto.

Neither of us are now employed by or affiliated with said corporation in any manner. At the present time, I am unemployed and

am looking for work.

Pursuant to the terms of said contract of July 30th, 1974, I executed and delivered to Herbert J. Fabricant, as Escrow Agent, stock certificate No. 1 of said corporation, endorsed specifically to Adam Filipowski. Said certificate represented ten (10) shares which was at that time all the outstanding shares of stock of the corporation.

Attached is a Balance Sheet of Parksville Mobile Modular Homes, Inc. as of July 31st, 1974. It shows that at that time, the corporation had a net worth of $12,409.00.

Also annexed is a Profit and Loss Statement as of the same date showing a $2,031.00 loss.

In order to salvage my position and sever myself from the corporation, I surrendered that net worth (minus the loss) in turn for Mr. Filipowski's guaranty of $69,042.00 of operating liabilities. In short, to dissociate myself with Parksville Mobile Modular Homes, Inc. I lost $10,438.00.

Since the effective date of the subject order of Preliminary Injunction (i.e.) May 30th, 1974, I have not sold individually or collectively, directly or indirectly, or in conjunction with anyone else any mobile homes or trailers at or from the Parksville Mobile Modular sales lot in Parksville, New York.

My son, David, is an employee of Mr. Filipowski, but I do not advise him or consult with him as to the operation of the business.

Any sales that have occurred at or from the subject site since July 30th, 1974 have been under the auspices of Adam Filipowski, who is not a party to the action, or subject to the terms of the instant Preliminary Injunction.

I received no compensation or benefit from any such sales and do not engage in the operation of the Filipowski business in any way whatsoever.

Sworn to before me this

____day of August, 1974.

____
Isidore Goodstein

DISTRICT
UNITED STATES COURT ~~OF APPEALS~~
~~FOR THE SECOND CIRCUIT~~ SDNY

---x

REX-NORECO, INC.,

Plaintiff, Appellee

vs.

ISIDORE GOODSTEIN and
PARKSVILLE MOBILE MODULAR, INC.,

Defendants-Appellants.

AFFIDAVIT

74-Civ. 1728
(MEL)

---x

STATE OF NEW YORK)
: ss.:
COUNTY OF ORANGE)

JAMES G. SWEENEY, being duly sworn, deposes and says:

I am a member of the firm of Fabricant, Lipman, Kennedy and Sweeney, the attorneys for the Defendants herein.

I make this Affidavit in response to the Plaintiff's motion to punish the Defendants for contempt of Court for alleged violation of this Court's Order granting a Preliminary Injunction.

It is clear from the accompanying Affidavit of Isidore Goodstein, that he has completely divested himself from any interest in the operation of the Parksville Mobile Modular sales lot in Parksville, New York, and that he is not now nor has he since May 30, 1974, directly or indirectly engaged in any sale of any mobile homes within a 200 mile radius of Loch Sheldrake, Ulster County, New York. Any business carried out at the Parksville site now is being done so by Adam Filipowski who purchased all the stock of Parksville Mobile Modular, Inc. on July 30, 1974.

The purpose of the Preliminary Injunction of May 20, 1974 (stayed until May 30, 1974) was to prevent Isidore Goodstein from operating at the questioned sales lot. It was Mr. Goodstein who allegedly had the special knowledge of the Plaintiff's business that, if utilized in the proscribed area, would be detrimental to Plaintiff's business (See paragraphs 5 through 10 of Judge Lasker's Findings of Fact). It was Mr. Goodstein through Parksville Mobile Modular, Inc. as an alter ego (see paragraph 10 of Judge Lasker's Findings of Fact) that was operating the Parksville lot and utilizing the special knowledge he allegedly acquired while employed by Rex-Noreco, Inc. It was Mr. Goodstein's business that was the subject of the Injunction.

Mr. Goodstein has ceased to operate and has sold Parksville, Inc. to Adam Filipowski. He no longer has anything to do with the business and does not impart his alleged "special" knowledge to the new operator, Adam Filipowski. Parksville Mobile Modular, Inc. is no longer an alter ego of Mr. Goodstein.

The Injunction did not prevent Mr. Goodstein from selling his assets. He had to in order to protect himself from financial disaster. In return for the sale of the assets of Parksville, Inc., Adam Filipowski guaranteed all of Mr. Goodstein's outstanding liabilities incurred during operation of the business. How or where his corporate successor maintains the business is of no importance. Mr. Filipowski could just as well operate under the name "X Y Z" Mobile Modular Sales. The true fact is that the spirit of the Injunction (i. e.) to prevent Goodstein from operating has been obtained and

Goodstein has not in any way disobeyed the Injunction.

The Plaintiff would have this Defendant ruined financially. By way of preliminary proceedings they have succeeded in permanently putting him out of business. Now, they seek not to put him out of business but to saddle him forever with the operating debts incurred while legitimately in business. It would seem that Rex is not satisfied with having succeeded ultimately at the preliminary level, but now seeks to inflict as much financial hardship on the Defendant Goodstein as is possible.

S/ James G. Sweeney
JAMES G. SWEENEY

Sworn to before me this

______ day of August, 1974.

____
Notary Public

July 30, 1974

TO WHOM IT MAY CONCERN:

I hereby resign my position as Director of Parksville Mobile Modular, Inc. effective immediately.

s/ Isidore Goodstein
ISIDORE GOODSTEIN

July 30, 1974

TO WHOM IT MAY CONCERN:

I hereby resign my office of President and Vice President of Parksville Mobile Modular, Inc. effective immediately.

s/ Isidore Goodstein
ISIDORE GOODSTEIN

July 30, 1974

TO WHOM IT MAY CONCERN:

I hereby resign my position as Secretary and Treasurer of Parksville Mobile Modular, Inc. effective immediately.

s/ Constance Goodstein
Constance Goodstein

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

- x

REX-NORECO, INC.,	:	
Plaintiff,	:	AFFIDAVIT
- against -	:	74 Civ. 1728 (MEL)
ISIDORE GOODSTEIN and PARKSVILLE MOBILE MODULAR, INC.,	:	
Defendants.	:	

- x

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

LENORE D. KALMUS, an attorney duly admitted to practice in the Southern District of New York, being duly sworn, deposes and says:

1. I am associated with the firm of Finley, Kumble, Heine, Underberg & Grutman, counsel to plaintiff in the within action.

2. This affidavit is made in support of plaintiff's application pursuant to an Order to Show Cause signed by this Court August 21, 1974 to punish each of the defendants for contempt of this Court arising from the continued activities of defendant Parksville Mobile Modular, Inc. ("Parksville") with respect to retail sales of mobile homes after June 14, 1974, the

effective date of the Preliminary Injunction heretofore issued by this Court and against the defendants; and in opposition to the Motion pursuant to Fed. R. Civ. P. 60(b) made on behalf of at least one, and possibly both of the defendants, to modify the Preliminary Injunction.

3. The plaintiff's application to punish the defendants for contempt of Court was based on uncontroverted evidence and indeed, an admission, that Parksville has continuously engaged in the retail sale of mobile homes subsequent to the effective date of this Court's Preliminary Injunction.

4. Defendants' motion, while invoking the aid of this Court to take further testimony concerning the bona fides of the individual defendant's claimed divestment of his control of the corporate defendant, is devoid of any suggestion as to what such proof might be. Plaintiff submits that defendants have no further proof to offer to controvert the essential facts which the Court has already determined establish plaintiff's <u>prima facie</u> case that the transfer of defendant Parksville's stock by defendant Isidore Goodstein ("Goodstein") to a putative purchaser, Adam Filipowski ("Filipowski") was not bona fide, these facts being that: (i) Filipowski takes no part in the management or operation of Parksville; (ii) the operating personnel of Parksville remain the same; (iii) Parksville is now operated by Goodstein's twenty-year-old son who

resides with him and whose salary was suddenly escalated with a concomitant support contribution to the Goodstein menage. Discovery conducted in this case since the contempt proceedings reinforces these findings and, if a further evidentiary hearing is held, it will be evident that defendants have nothing of substance to offer but merely seek to delay the imposition of sanctions by available procedural devices.

SUMMARY OF RECENT DEVELOPMENTS IN THIS ACTION

5. At the evidentiary hearing on plaintiff's application conducted by the Court on August 28, 1974, (the "Hearing") the defendants contended that Parksville's continued operations were not in violation of the Preliminary Injunction and were not contemptuous behavior by either of the defendants because all of the outstanding stock of Parksville had been "sold" by Goodstein to an unrelated third person on July 30, 1974. In support of this argument the defendants submitted both a written agreement between Goodstein and Filipowski dated July 30, 1974 (the "Agreement") concerning the alleged sale of Parksville by Goodstein to Filipowski, as well as certain financial statements of Parksville dated July 31, 1974.

6. Testimony elicited at the Hearing, substantially in response to questions posed by the Court, from Goodstein

and from his son, David, established that the only consideration "received" by Goodstein from Filipowski for the shares of Parksville stock was an agreement by Filipowski to "guarantee" the personal obligations previously contracted by Goodstein in respect of Parksville's business; further, upon the transfer of Parksville stock to Filipowski the compensation received by twenty-year-old David from Parksville and his corollary contributions toward the expenses and support of Goodstein's numerous family increased materially.

7. During the Hearing the Court several times requested that counsel for all parties submit memoranda to the Court on the question whether, given the fact that Filipowski had full knowledge of the pendency of this action and of the existence of the Preliminary Injunction at the time he allegedly purchased the Parksville stock from Goodstein, Parksville remained liable under the Preliminary Injunction even if the alleged sale of Parksville's stock was bona fide. The Court also "directed" counsel for the defendant to procure an affidavit from Herbert J. Fabricant, Esq., the "Escrow Agent" under the Agreement, concerning the extent to which that Agreement had been consummated.

8. The requested memoranda submitted by counsel apparently did not assist the Court materially in clarifying

the legal issues as it was thereafter determined that a fact question -- the bona fides of the transfer -- would be dispositive of the contempt issue. The rather confusing manner in which the briefs failed to meet "head on" was partially the result of the internally inconsistent and peculiar position adhered to by the Fabricant firm since the Court first raised the question of its possible conflict of interest at the Hearing, that position being that its representation of Parksville extends only to those activities which occurred prior to July 30, 1974. The Procrustean truncation of the corporate client's representation to fit the bed of the individual client's interests creates a number of puzzling anomalies; for example, Point II of "defendants" brief deals exclusively with the activities of Goodstein and Filipowski, Parksville's new president, after July 30, 1974 but if defense counsel's position be accepted we must assume that the memorandum is only on behalf of Goodstein insofar as the question dealt with his relationship to Parksville during this period.

9. In any event, on or about September 9, 1974 Mr. Fabricant, the Escrow Agent, submitted to this Court an affidavit which recounts, in brief, the events leading up to the alleged sale of Parksville by Goodstein. He concedes that

the "written evidence that the Kingston Trust Company has accepted purchaser [Filipowski] as Guarantor of Parksville's obligations in place and stead of Seller [Goodstein] here" which the Agreement required to be delivered to Fabricant by August 10, 1974 if the transaction was to be consummated, was not in fact received. The Fabricant affidavit is ambiguous as to whether the materials originally delivered to Fabricant as Escrow Agent were ever delivered to Filipowski in order to complete the transaction.

10. The memorandum of this Court, dated September 13, 1974, opines that at the Hearing, "plaintiff established a prima facie case that the transfer of the stock and management of Parksville from Isidore Goodstein to Adam Filipowski was not bona fide." The "critical" facts upon which the Court premised this conclusion, on the state of the record as it then existed, were:

> "the proposition that Filipowski takes no active part whatsoever in the management or operation of Parksville; that he rarely, if ever, appears at its premises; that he has not engaged in the business of selling mobile homes before his alleged takeover; that the actual operating personnel are all of its former employees except for Isidore Goodstein; that the man in charge is David Goodstein, who resides with his father; that David Goodstein's salary has been increased since Filipowski's takeover from $75 to $200 per week of which David Goodstein contributes $100 a week to the support of his father's family."

On that basis, the Court ruled that plaintiff's motion to hold each of the defendants in contempt would be granted as to each defendant which did not move to modify the Preliminary Injunction within ten days following issuance of the Court's Memorandum.

11. The Motion made by the Fabricant firm on September 19, 1974 for an Order pursuant to Fed. R. Civ. P. 60(b) in juxtaposition with certain historical events in this action, is ambiguous with respect to the question whether the Motion is made on behalf of each defendant or only on behalf of Goodstein. The Notice of Motion does not specify on whose behalf it is made but the signature indicates that the Fabricant firm continues to represent the "defendants", as does the affidavit of James Sweeney, Esq., in support of the Motion. Yet at the Hearing, Mr. Sweeney represented to the Court that there would be a substitution of attorneys for Parksville. Mr. Sweeney reiterated that he no longer represented Parksville, at least with respect to post-July 30, 1974 matters at examinations before trial of Parksville by various of its officers or employees, and of Goodstein; on that basis he was in no position to produce Filipowski for examination of Parksville nor was he able to produce books and records currently in Parksville's possession, custody or control. Notwithstanding Mr. Sweeney's

representation to this Court and the position asserted by him at examinations before trial, and notwithstanding the conflict of interest which may exist between Goodstein and Parksville on the present state of the record which was brought to Mr. Sweeney's attention by this Court and by Magistrate Goettel's Report to this Court of September 13, 1974, no counsel has yet been substituted for the Fabricant firm as counsel to Parksville.

DEFENDANT[S] MOTION

12. Assuming that the Motion now before the Court for consideration applies to each defendant, it should be denied as to each defendant on papers, and without the necessity of conducting a further evidentiary hearing. The Sweeney affidavit in support of the Motion relies exclusively on proof already in the record which this Court held established a "prima facie case" for the plaintiff's Motion to hold each defendant in contempt. Not a single fact is offered in the Sweeney affidavit that was not before the Court at the Hearing; the affidavit neither contains a summary of further testimony thought to be necessary nor identifies additional witnesses to be called, if any. (It should be noted that defense counsel elected not to attend the deposition of Filipowski conducted by plaintiff on October 1, 1974). We submit that the law of this case as established by the Court at the Hearing requires

an offer of proof as a condition precedent to a further hearing. A transcript of the Hearing is submitted herewith as Exhibit "A", as one of the documents to be read in support of plaintiff's motion and in opposition to defendants' motion; at page 74, the Court directed:

> "...if questions remain [after submission of memoranda and the Fabricant affidavit] counsel shall submit letters indicating what further testimony they believe is necessary and if the Court agrees that such testimony is necessary, a further hearing will be scheduled."

13. The lack of any new, substantive material, in defendants request for a further hearing to develop proof in support of the request to modify the Preliminary Injunction is a failure which obviates the need for any further evidentiary proceeding. Indeed, the inescapable inference is that there is no such proof.

DEVELOPMENT OF PROOF THROUGH DISCOVERY

14. The rectitude of the conclusions reached by the Court upon testimony taken at the Hearing is reinforced by the evidence developed through discovery which has since taken place. From the examination before trial of Goodstein, it is manifest

that no significant consideration, if any, was ever received by Goodstein from Filipowski for the Parksville shares. The complete transcript of Goodstein's deposition is submitted herewith as Exhibit "B", as one of the documents to be read in support of the plaintiff's motion and in opposition to the defendants' motion.

15. Even if Filipowski guaranteed Goodstein's personal obligations to the Kingston Trust Company (the "Bank") in respect of "floor plan" financing furnished by the Bank to Parksville, such guarantee in and of itself would be illusory consideration. Although the Agreement expressly provides that Filipowski's "guarantee" would be in place and stead of the prior guarantee apparently given to the Bank by Goodstein, the undisputed evidence establishes that Goodstein has never received any release of his original obligations. (Exhibit "B", p. 297. The letter referred to was sent by the Goodstein's to the Bank and purported to "withdraw our personal guarantee of any Floor Plan financing that your bank has extended to Parksville..."). From Goodstein's testimony it appears clear that there is little or no likelihood that either Goodstein or Filipowski might ever sustain personal liability to the Bank for loans secured by specific mobile home inventory which could be sold at wholesale in order to repay the loans in full.

16. Furthermore, the testimony of Goodstein establishes that Filipowski never purported to assume or guarantee other personal obligations of Goodstein contracted in conjunction with the operations of Parksville such as personal obligations for the purchase price of a truck (Exhibit "B", p. 292).

17. Finally, the evidence adduced through additional discovery establishes that the net salary payable by Parksville to David Goodstein pursuant to the Agreement exceeds the combined net salaries of Goodstein and his son prior to the purported transfer (Exhibit "B", pp. 240, 242, 246, 248-9). This not only shows that the transaction was not intended to have any real economic significance as far as Goodstein is concerned but also shows that the Agreement and testimony at the Hearing misrepresented the facts concerning David's pre-July 30 compensation for the apparent purpose of misleading plaintiff and this Court.

18. The evidence adduced through discovery also established beyond peradventure that the organization of Parksville as an independent corporate entity substantially to shield its stockholders from personal liability has never occured. The corporate records and the testimony of Goodstein now show that no directors or officers were elected, no by-laws were ever adopted, that funds were drawn by Goodstein from the

corporation as his personal needs required (Exhibit "B", pp. 247-8) and that the corporation was itself a legalistic sham.

19. Personnel presently operating Parksville, including David Goodstein, apparently have the same authority they had before although the testimony at the Hearing was made to seem otherwise. Goodstein testified that David, Albert DeMarmels and Cornelia DeMarmels all had authority to s[illegible] receipts for inventory on behalf of Parksville (Exhibit "B", pp. 210-11), to sell, and generally to perform what they now perform.

20. Although other examples of Goodstein testimony which are strongly corroborative of the conclusions already reached by the Court could be drawn from Exhibit "B", in an attempt to curtail the length of this affidavit we now pass to a summary of the Filipowski testimony already adduced, which is undoubtedly the same testimony he would give if recalled under oath at an evidentiary hearing. Unfortunately, there was not time to have the transcript typed as the deposition occurred the day prior to the date of defendants' Motion.

21. Filipowski was represented by Alvin Goldstein, Esq. of Chester, New York, who specifically limited his representation to the individual and stated on the record that he did not represent Parksville in any capacity. Mr. Goldstein would not concede that the defendant named in this action, "Parksville

Mobile Modular, Inc." is the same corporation of which Filipowski is president. Later, Filipowski stated that he does not know what the litigation referred to in the Agreement is, does not know about any litigations involving Parksville, and did not know that his deposition, then in progress, was being conducted in the litigation mentioned in the Agreement. As the Fabricant firm, with full notice of the Filipowski deposition, elected not to attend, no detente could be reached as to the identity of the corporation of which Filipowski is president, and which he says he purchased from Goodstein, with the corporation involved in this action and with the corporation involved in the action mentioned in the Agreement. Mr. Goldstein nevertheless permitted the deposition to continue.

22. What emerged from Filipowski's testimony is that:

(a). His sole past experience with mobile homes took place three or four years ago when he helped a friend purchase one; and recently, he does not recall when, he purchased a mobile home with someone else;

(b). There were few meetings or discussions with Goodstein prior to the Agreement which he read only once, two or three weeks before July 30, 1974 and as to which his brother, an attorney, made no changes;

(c). No price for the business was ever discussed and none was paid;

(d). Although he may have met with Mrs. DeMarmels and David prior to July 30, he never asked for or was given during that period an explanation of the manner in which inventory was purchased or of the cost structure of the corporation, nor did he ever discuss with Goodstein the profitability of the corporation;

(e). There was no discussion with Goodstein of his personal liabilities, and Filipowski's liability would be limited to inventory; nor was he ever told by Goodstein that Goodstein was no longer liable on floor plan loans;

(f). He never prior to July 30 discussed Parksville with its accountant, Daniel Eininger, an individual personally known to him, nor did he see the financial statements (annexed to Goodstein's affidavit in opposition to the contempt motion) before the day he signed the Agreement and then he merely glanced at them;

(g). The salaries reserved by the Agreement to the DeMarmels and to David were never discussed by him with anyone and he does not know where the figures came from save that he agreed to them.

(h). He never saw the corporate ledgers of account prior to July 30.

23. Apart from the circumstance that much of his testimony is at variance with that given by Goodstein -- who claims that he did discuss profitability (Exhibit "B", p. 139), that Filipowski understood inventory financing (Exhibit "B", p. 146), that he told Filipowski that the very Parksville under consideration was involved in this lawsuit (Exhibit "B", p. 147), and that Filipowski examined the financial statement as a prudent businessman (Exhibit "B", pp. 280-281) -- the insouciant manner in which Filipowski "bought" the business does not conform to standard business practices. Conspicuous by its absence is the exercise of enlightened self-interest which long experience demonstrates to be the supreme test of a businessman's intention to enter into a serious, real transaction which will have financial consequences to himself.

24. It is submitted that the testimony of Goodstein, Exhibit "B", and the testimony of Filipowski as summarized, are conclusive on the issue of the lack of good faith of the transfer, whether considered independently or in conjunction with testimony already adduced at the Hearing, Exhibit "A".

EQUITABLE CONSIDERATION REQUIRING
PROMPT RELIEF FOR PLAINTIFF

25. Filipowski testified that Parksville's business appears to be quite profitable during August and September, based on informal statements for those months furnished to him

by David Goodstein, both of which are annexed as Exhibit "C". It is apparent from Exhibit "C" that defendant Parksville's continued operation after the effective date of the Preliminary Injunction, June 14, 1974 has made serious inroads into the potential customer pool upon which Rex-Noreco depends for its business.

26. The continuing harm which plaintiff thereby suffers is not only present lost profits, a not inconsiderable matter, but also continuing and irreparable injury to plaintiff's capacity to generate future business. The customers of Parksville who might have been plaintiff's had it not been for Goodstein's wrongful acts will now refer others to Parksville, when Rex-Noreco should be the name which they associate with the mobile home business in the Loch Sheldrake area.

27. This season of the year is the busiest for retail sales of mobile homes and plaintiff is daily being deprived of the opportunity to conduct its business free from the harmful and wrongful interference of defendants only seven miles away.

28. Plaintiff has not slept upon its rights but has assiduously invoked the assistance of this Court where proper and diligently furthered the prosecution of the action through voluminous discovery proceedings.

29. It is respectfully urged that defendants have already had every opportunity to establish their good faith in

this matter, that they have failed to do so, and that the facts developed in this litigation are susceptible of only one interpretation: the transfer from Goodstein to Filipowski was and is a sham.

30. However, if this Court is unable on the present state of the record, and on the papers before it, to make a conclusive finding without taking further testimony, then it is only just that such hearing be conducted forthwith in light of the substantial time which has elapsed from the effective date of the Preliminary Injunction, during which Parksville has continued to advertise, to sell mobile homes at retail and to cause every harm which the Preliminary Injunction was designed to obviate until the matter can be finally adjudicated.

WHEREFORE, it is respectfully requested that on the present state of the record and without conducting a further evidentiary hearing, this Court grant plaintiff's motion in all respects by holding each of the defendants in contempt of Court for the ongoing violation of the Preliminary Injunction herein and instanter imposing penalties and sanctions; and deny defendants' motion in all respects, continuing the Preliminary Injunction in full force and effect without

modification; or in the alternative

It is respectfully requested that if a finding be made that a further evidentiary hearing is required to determine the bona fides of the transfer of defendant Parksville's stock from Isidore Goodstein to Adam Filipowski, that this Court direct the immediate conduct of such hearing, and grant to plaintiff Rex-Noreco, Inc. such other and further relief as to this Court seems just and proper in the premises.

Lenore D. Kalmus
LENORE D. KALMUS

Sworn to before me this
2nd day of October, 1974.

Kathleen M. Re

KATHLEEN M. RE
NOTARY PUBLIC, State of New York
No. 52-4523127
Qualified in Suffolk County
Commission Expires March 30, 1976

Aug '74

PARKSVILLE MOBILE MODULAR HOMES, INC. Has a way of selling a home . . . Honest!

(914) 292-3340 / Box 399 - Route 17 / Parksville, New York 12768

CUST.	MAKE	SER #	STOCK #	SALE P.	TOTAL COST	DOWN PAYM.	GROSS PRO-
Greco	Titan	3087	P-16	8700 -	7218 -	5333 -	1482 -
Albani	Bendix	515111S	P-33	17000 -	12,531 -	5000 -	4469 -
Pierse	Titan	3346	P-30	9000 -	7337 -	3000 -	1673 -
Dombrosky	Monarch	2105 H	P-14	7900 -	7002.60	2374 -	897.40
Barton	Titan	3352	P-34	9350 -	7584.50	1300 -	1765.50
Pillari	Titan	3277	P-1	8950 -	7542.00	3500 -	1408.00

[illegible]

[illegible]

150

Exhibit _

Sept. 1974

PARKSVILLE MOBILE MODULAR HOMES, INC. Has a way of selling a home . . . Honest!

(914) 292-3340 / Box 399 - Route 17 / Parksville, New York 12768

approved Credits

Nathan Singler 14x70 Titan

~~Frederick Friendman~~ ~~(24x44) Bendix~~

Don Dlugatch 14x70 Titan

Lester Quick - Sold 14x70 Titan

Signed Deals

Bill Labante - 14x70 Titan

Carl Dunham - 12x70 Homette

Paul Cox 14x70 Titan Traded 1968 12x60 P.M.C.

Albert Cluss 14x70 Titan

Henry Heroux 14x70 Titan

Sold Houses Not Signed yet

~~Henry Heroux - 14x70 Titan~~

Mike Friendman - 14x70 Titan

Rodger Rudy 24x52 Bendix

Plt's Ex 25 For I.D. 10/1/74 [illegible]

151

Exhibit C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- x

REX-NORECO, INC.,

Plaintiff, : 74 Civ. 1728

- against -

ISIDORE GOODSTEIN, and PARKSVILLE MOBILE MODULAR, INC., : ORDER ADJUDICATING CONTEMPT

Defendants.

- x

This cause having come on, pursuant to an Order to Show Cause dated August 21, 1974, to be heard on plaintiff's Motion for an Order, pursuant to the inherent authority of this Court, Rule 14 of Local Civil Rules and Rule 7 of the FRCP, to punish the defendants and each of them for contempt of this Court for violation of this Court's Order of Preliminary Injunction of June 4, 1974, and the Court, the Hon. Morris E. Lasker, District Judge, presiding, having considered the said Motion, and having heard and considered plaintiff's said application for an Order adjudicating defendants to be in contempt and all the affidavits and exhibits filed herein to date, and having considered all memoranda of law filed by counsel, and the evidence presented at the hearings held before the Court on August 28 and October 24, 1974, as well as oral argument of counsel in support of, and in opposition to plaintiff's application, and the Court being of the opinion that plaintiff has made the requisite showing that defendant Parksville ~~and each of them~~

have continued to engage directly or indirectly in the sale of mobile homes within the interdicted area in violation of the Order of June 4, 1974, the Court now makes the following:

FINDINGS OF FACT

1. On June 4, 1974 this Court entered an Order granting a preliminary injunction against defendants restraining them from directly or indirectly engaging in the sale of mobile homes at retail within 200 miles of Loch Sheldrake, New York in violation of an Agreement between defendant Goodstein and Plainrigg dated August 14, 1974. The prohibitions in said Order became effective on June 14, 1974, and was affirmed by the Court of Appeals for the Second Circuit on Ju.y 3, 1974.

2. Pursuant to an Order to Show Cause dated Autust 21, 1974, plaintiff has moved this Court to punish the defendants for contempt of the June 14 Order. That motion was based on an uncontroverted showing that defendant Parksville Mobile Modular, Inc. ("Parksville"), has continued to engage in the retail sale of mobile homes subsequent to the effective date of this Court's Preliminary Injunction.

3. At the evidentiary Hearing on plaintiff's application before this Court on August 28, 1974, the defendants took the position that Parksville's continued operations did not constitute a violation of the Preliminary Injunction and did not constitute contemptuous behavior by either of the defendants because all of the outstanding stock of Parksville had been sold by defendant Goodstein to an unrelated third person on

July 30, 1974. In support of their contention the defendants submitted a written agreement between defendant Goodstein and one Adam Filipowski ("Filipowski"), concerning the alleged sale of Parksville by Good stein to Filipowski, and certain financial statements of Parksville dated July 31, 1974.

4. At the August 28 Hearing, testimonial evidence was adduced from defendant Goodstein and from his son, David Goodstein, to the effect that the only consideration received by defendant Goodstein from Filipowski in respect of the shares of Parksville stock was an agreement on Filipowski's part to guarantee the personal obligations previously contracted by Goodstein in respect of Parksville's business, and that upon the transfer of Parksville stock to Filipowski the compensation received by David Goodstein from Parksville and David Goodstein's corollary contributions toward the expenses and support of defendant Goodstein's family increased materially.

5. At the conclusion of the August 28 Hearing, the Court requested counsel for all parties to submit memoranda to the Court on the question whether, given the fact that Filipowski had full knowledge of the pendency of this action and of the existence of the Preliminary Injunction at the time he allegedly purchased the Parksville stock from Goodstein, Parksville remained liable under the Preliminary Injunction even assuming that the alleged sale of Parksville stock was real and bona fide. The Court also directed counsel for the defendant to procure an affidavit from Herbert J. Fabricant, Esq., the Escrow Agent under the contract pursuant to which Filipowski allegedly purchased the Parksville stock, concerning the extent to which that agreement has been consummated.

6. The requested memoranda were submitted by counsel for plaintiff and by the Fabricant law firm on behalf of defendant Goodstein.

7. On or about September 9, 1974, Mr. Fabricant submitted to the Court an affidavit which recounts, in brief, the events leading up to the alleged sale of Parksville by Goodstein to Filipowski. In that affidavit Mr. Fabricant concedes that the "written evidence that the Kingston Trust Company has accepted purchaser [Filipowski] as Guarantor of Parksville's obligations in place and stead of Seller [Goodstein[here" which the alleged Agreement of Sale required be delivered to Fabricant by August 10, 1974 if the transaction therein contemplated was to be consummated, was not in fact, received.

8. On September 13, 1974 the Court issued a memorandum to the effect that, at the August 28 Hearing, "plaintiff established a prima facie case that the transfer of the stock and management of Parksville from Isidore Goodstein to Adam Filipowski was not bona fide." The "critical" facts that led this Court to that conclusion on the state of the record as it then existed were the proposition that Filipowski takes no active part whatsoever in the management or operation of Parksville; that he rarely, if ever, appears at its premises; that he was not engaged in the business of selling mobile homes before his alleged takeover; that the actual operating personnel are all of its former employees except for Isidore Goodstein; that

the man in charge is David Goodstein, who resides with his father; that David Goodstein's salary has been increased since Filipowski's takeover from $75. to $200. per week of which David Goodstein contributes $100. a week to the support of his father's family.

On that basis, the Court ruled that plaintiff's motion to hold each of the defendants in contempt would be granted as to each defendant if that defendant did not move to amend the Preliminary Injunction within ten days following issuance of the Court's Memorandum.

9. In a Note in this Court's September 13 Memorandum, the Court concluded that the issue of contempt is substantially controlled by the bona fides of the transfer. Put another way, if Isidore Goodstein has actually and in good faith severed his connection with Parksville and it is no longer profiting from his special knowledge, then he or it, as the case may be, need not be found in contempt of the order. On the other hand, if such a divestiture and severance have not occurred, both would be in contempt.

10. The Motion made by the Fabricant firm on September 19, 1974 for an Order pursuant to Rule 60(b) FRCP is somewhat ambiguous with respect to the question whether the Motion is made on behalf of each defendant or only on behalf of defendant Goodstein. However, since James Sweeney, Esq., of the Fabricant firm reiterated at the October 24, 1974 hearing that his firm's representation of Parksville was confined to events which

occurred up to July 30, 1974, and nothing thereafter, and since there has been no substitution of counsel for Parksville, the Court found that Parksville is in default in its appearance in this action as to all matters occurring after July 30, 1974.

11. On October 2, 1974, further evidentiary material was submitted to the Court by plaintiff together with an affidavit of Lenore D. Kalmus, one of plaintiff's counsel, sworn to on that date. That material included the complete transcript of the examination before trial of defendant Goodstein held on September 5 and 27, 1974 and statements of Parksville for the months of August and September 1974 showing sales, and, in the case of August, gross profits of Parksville subsequent to the effective date of the June 4 Order and to the alleged sale of Parksville by defendant Goodstein.

12. Defendants filed an affidavit of James G. Sweeney, sworn to October 9, 1974, as an apparent response to the additional evidentiary material submitted by plaintiff. None of the facts reflected by the Goodstein deposition which were specifically referred to in the Kalmus affidavit was controverted by the Sweeney affidavit.

13. On the record before the Court, the Court finds that the alleged sale by defendant Goodstein of all of the stock of Parksville to Filipowski was not an actual bona fide

sale since (a) there is not, as yet, any showing by defendants that the release from Kingston Trust Company required to consummate the transaction was ever received; (b) the total net compensation received by defendant Goodstein's household from Parksville after the transfer remained substantially the same as before through a material increase in David Goodstein's salary. (c) Filipowski takes no active part in the management or operation of Parksville and leaves its operations in charge of David Goodstein, and (d) Filipowski knew of the pendency of this action before entering into the transaction and his conduct prior to the alleged sale is inconsistent with the conduct reasonably expected of a bona fide purchaser of a going business.

14. The Court further finds as a fact that defendant Goodstein continues to be obligated personally for certain liabilities of Parksville (i.e., on notes given in payment for a truck) and, in the absence of proof to the contrary is probably obligated personally for certain "floor plan" loans made by Kingston Trust Company to Parksville. Accordingly, defendant Goodstein continues to have at least a minimal economic interest in the continuation and success of Parksville's operations and to that extent has not totally severed his connection with that business.

15. The Court further finds that it was defendant Goodstein who selected Parksville's location, who established the relationship with Kingston Trust Company which appears critical to Parksville's operations, who established Parksville's relationships with its suppliers, who hired and trained its

employees, and who established its business procedures. Accordingly, in the absence of any showing that Filipowski has made any changes in the operations of Parksville, Parksville cannot claim that it derives no benefits from the special knowledge which Goodstein used in its creation.

16. Subsequent to the effective date of the Preliminary Injunction Parksville has sold at least 6 mobile homes and realized an aggregate gross profit therefrom of $11,689.90. These sales were not contracted for prior to the effective date of the injunction. Each such sale presumably diverted a sale away from plaintiff's Loch Sheldrake location and thus, damaged plaintiff ~~by the gross profit generated by such sale which plaintiff would have realised.~~ in the amount which it would have realized had it made such sales.

17. Plaintiff has reasonably incurred $70.30 of out-of-pocket disbursements and $2,000 of attorney's fees as a result of the contempt proceedings.

18. The purported transfer of Parksville by Goodstein to Filipowski was made for the sole purpose of avoiding the impactof this Court's June 4 Order. Unless Parksville is effectively required to take action which would disable it from continuing retail operations during the pendency of this action, there is a possibility that defendants may devise some new artifice to attempt to evade the injunction and put plaintiff the further expense of further contempt proceedings.

CONCLUSIONS OF LAW

I. The conduct of Parksville in continuing to engage in the business of selling mobile homes at its mobile home retail sales location located in or about Parksville within seven miles of Loch Sheldrake, from June 14 to date is, in violation of the Court's Order of June 4, 1974.

II. This Court therefore has the power in its discretion to adjudicate the defendant Parksville in civil contempt of this Court.

III. On all the facts and the showing made by the parties, this Court is warranted in exercising its discretion to adjudicate the defendant Parksville in civil contempt of this Court.

IV. The Court is warranted in awarding damages to Plaintiff, in an amount of $ to be determined as compensation ~~representing profits wrongfully diverted by defendants from plaintiff and disbursements and counsel fees of plaintiff necessitated by the contempt proceeding.~~

to plaintiff for the injury it has suffered by Parksville's acts as well as disbursements and counsel fees necessitated by the contempt proceeding.

NOW THEREFORE, this Court being duly advised in the premises and believing in its discretion that relief should be granted to the plaintiff;

IT IS HEREBY ORDERED AND DECREED:

That the defendant, Parksville Mobile Modular, Inc., is hereby adjudicated to be in civil contempt of this Court, and Parksville is hereby further Ordered:

(a) to remove mobile homes from its present sales location, or from any other location within a 200 mile radius of Loch Sheldrake, until the Preliminary Injunction is vacated or expires;

(b) to remove from its present sales location all signs heretofore used in connection with the mobile home sales activities conducted by Parksville;

(c) to notify Kingston Trust that Parksville is enjoined from further mobile home sales and that no further financing of mobile home transactions (wholesale or retail) should be furnished by Kingston Trust to Parksville until notice is given to Kingston Trust that said injunction has been vacated or expired; and

(d) to notify the Court and plaintiff 10 days prior to any change in Parksville's stock ownership of management; and it is further

NOW THEREFORE, this Court being duly advised in the premises and believing in its discretion that relief should be granted to the plaintiff;

IT IS HEREBY ORDERED AND DECREED:

That the defendant, Parksville Mobile Modular, Inc., is hereby adjudicated to be in civil contempt of this Court, and Parksville is hereby further Ordered:

(a) to remove mobile homes from its present sales location, or from any other location within a 200 mile radius of Loch Sheldrake, until the Preliminary Injunction is vacated or expires;

(b) to remove from its present sales location all signs heretofore used in connection with the mobile home sales activities conducted by Parksville;

(c) to notify Kingston Trust that Parksville is enjoined from further mobile home sales and that no further financing of mobile home transactions (wholesale or retail) should be furnished by Kingston Trust to Parksville until notice is given to Kingston Trust that said injunction has been vacated or expired; and

(d) to notify the Court and plaintiff 10 days prior to any change in Parksville's stock ownership of management; and it is further

ORDERED AND DECREED, that defendant Parksville Mobile Modular, Inc. shall [forthwith pay plaintiff] ~~pay a fine to plaintiff of~~ $2000 plus 70.30 as attorneys fees and disbursements necessitated by this contempt proceeding and shall hereafter pay such fine as is determined by further order of this court.

____

U.S.D.J.

Dated: New York, New York
November 7, 1974.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
--------------------------------------x

REX-NORECO, INC.,

Plaintiff,

-against-

ISIDORE GOODSTEIN and
PARKSVILLE MOBILE MODULAR, INC.,

Defendants.

--------------------------------------x

74 Civ. 1728

AFFIDAVIT IN OPPOSITION TO ORDER TO SHOW CAUSE

STATE OF NEW YORK
COUNTY OF NEW YORK

MARK E. ARROLL, being duly sworn, deposes and says:

I am an attorney admitted to practice law in the State of New York and before the Federal Courts of the Southern District of the State of New York. I am the incoming attorney for the Co-fendant Isidore Goodstein. This affidavit is being submitted in opposition to plaintiff's order to show cause to punish the defendant Parksville Mobile Modular, Inc. for contempt of court. As the order to show cause of plaintiff to punish for contempt is directed to the other defendant in this matter, Parksville Mobile Modular, Inc., and not to the defendant Isidore Goodstein, this affidavit on behalf of the defendant Isidore Goodstein is by necessity comparatively brief. It is anticipated that opposing papers will be submitted on behalf of the co-defendant, Parksville Mobile Modular, Inc., which will be somewhat more detailed.

At the outset it should be stated that this application to punish for contempt is premature. There is already an order of the court adjudicating defendant Parksville Mobile Modular, Inc. (hereinafter referred to as "Parksville") in contempt and there are now pending proceedings before the court to determine the amount of damages, if any, which Parksville is obligated to pay. It appears that until that proceeding is determined that orderly procedure would dictate that no further proceedings be entertained regarding contempt until that proceeding is determined and the measure of damages, if any, be determined. Parenthetically it appears most unusual that the plaintiff's attorneys in their letter to the court ask additional time to submit reply papers with regard to the affidavits of both defendants submitted in the contempt proceeding now pending before the court by reason of the fact that the attorney in their firm familiar with this matter was out of the country and yet these same attorneys are able to bring a second proceeding for contempt despite the absence of this same key attorney.

The undersigned has been advised that the defendant Parksville has in fact not conducted any business at the Loch Sheldrake location since the court order and for the past several months and that all signs have been removed and that all that is taking place at such location is that the various mobile homes, consisting of the inventory of the defendant Parksville, are simply sitting there. Upon information and belief the defendant Parksville is not in any

way conducting any business at this location and is clearly complying with the spirit of the court order of June 4, 1974. The supporting affidavits of the plaintiff in this application do not contest this for there is no allegation that any business activities or sales have taken place. Therefore there can be no claim that the plaintiff has been injured in any manner. Manifestly, to move several mobile homes a distance of two hundred miles would cost thousands if not tens of thousands of dollars, with no concomitant benefit to the plaintiff other than perhaps satisfying a desire to harass or be vindictive. The suggestion by the plaintiff that the defendant Parksville be found guilty of contempt without even the necessity of a hearing is in deponent's opinion an incredible request.

Deponent has been advised that this court by a recent letter addressed to Adam Filipowski has advised Mr. Filipowski that the defendant Parksville may operate a mobile home at the Loch Sheldrake location provided there has been complete disassociation with the defendant Isidore Goodstein. It is the position of both defendants that this disassociation has in fact occurred. If this be the case then clearly no contempt proceeding may now lie.

The court order of June 4, 1974 specifically authorizes the defendants to make application to vacate this preliminary injunction by appropriate motion. Deponent, on behalf of defendant Isidore Goodstein, anticipates making such an application during

the month of December, 1974. Deponent cannot state whether the co-defendant Parksville will make such an application as deponent has no authority to act. Certainly the court should not conduct any contempt proceedings until this application to vacate the preliminary injunction is made and determined.

In all events, in view of the fact that the plaintiff has made no claim that it has suffered any damages by reason of the activities of either of the defendants, this application for the extraordinary relief of contempt should be denied in all respects.

Sworn to before me this
19 day of December, 1974.

/s/ Mark E. Arroll
MARK E. ARROLL

75

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

---------------------------------------x

REX-NORECO, INC.,

Plaintiff

-against-

ISIDORE GOODSTEIN and
PARKSVILLE MOBILE MODULAR, INC.,

Defendants

---------------------------------------x

74 Civ. 1728

(MEL)

AFFIDAVIT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

ADAM FILIPOWSKI, being duly sworn, deposes and says:

1/ I am the President of the defendant, PARKSVILLE MOBILE MODULAR, INC., one of the defendants in this action, and I am making this affidavit in opposition to the Motion made by the Plaintiff by way of Order to Show Cause dated December 5, 1974 for an Order punishing said defendant for contempt of Court on the ground that it has failed to comply with the Order of this Court dated November 7, 1974.

2/ In an affidavit, sworn to the 29th day of November, 1974, I set forth to the Court, the steps taken by the defendant, PARKSVILLE MOBILE MODULAR, INC. to comply with the Order and listed them as follows:

a/ All signs used in connection with the mobile home sales activity have been removed;

b/ A copy of the Order has been delivered to the Kingston Trust Company and Mr. Barber has been personally advised by me concerning the Court's direction;

c/ There has been no change in stock ownership;

d/ The sum of $2,070.30 has been forwarded to the attorneys for the plaintiff;

e/ Efforts are being made to locate a lot or area of gound sufficient in size to move the mobile homes from their present sales location and when found, a request will be made to the Court to approve the removal thereto.

f/ In addition to the specific decretal paragraphs contained in the Order, all employees of the defendant, PARKSVILLE MOBILE MODULAR, INC. have been fired because of the Court's direction.

3/ It is true that the mobile homes are still on the property leased by the defendant, PARKSVILLE MOBILE MODULAR, INC. It is so only because I have not been able to find a location to which they can be moved and as indicated in the earlier affidavit, as soon as a parcel of ground is found to move the mobile homes, a request will be made to the Court to approve such removal.

4/ There has subsequently been a further development brought about by these proceedings and by the contempt order and its service upon the Kingston Trust Company who has financed the mobile homes for the defendant, PARKSVILLE MOBILE MODULAR, INC. By letter dated November 22, 1974, the defendant, PARKSVILLE MOBILE MODULAR, INC. has been notified by the bank that because of the Court Order dated November 7, 1974, the bank feels its security has been impaired and its risk increased under the terms of its Security Agreement with the defendant. As a result, they have served a Notice of Repossession and Sale and for repossession of all of the mobile homes on the lot. Attached marked Defendant's Exhibit 1, is a copy of the letter from the

Kingston Trust Company dated November 22, 1974 . Attached and marked Defendant's Exhibit 2, is a copy of the Notice of Repossession and Sale from the bank. The bank has also entered the defendant's lot and has tagged the units. Attached and marked Defendant's Exhibit 3, is a copy of the Security Agreement between the defendant, PARKSVILLE MOBILE MODULAR, INC. and the KINGSTON TRUST COMPANY.

5/ The mobile home units range in length from 52' to 70' and in width from 12' to 24'. They take up a lot of space and there are not too many parcels of ground where they can be legally parked. The defendant, PARKSVILLE MOBILE MODULAR, INC. stands ready to move these units to any place designated by the Court as suitable and proper but feels that to protect the rights of the bank and the defendant, that they be moved to a safe and legal parcel of land sufficient in size to accommodate all of the units and that this be done with the concurrence of the Kingston Trust Company.

6/ The defendant, PARKSVILLE MOBILE MODULAR, INC. has totally complied not only with the letter but also with the spirit of the Court Order of November 7, 1974 and has totally shut down its operation and has fired all of its employees. The only reason the mobile homes are still on site is because of their huge bulk and the unavailability of any other lots. The defendant stands ready to take any steps which the Court suggests and does not intend to be in contempt of any of the Court's mandates.

WHEREFORE, the defendant, PARKSVILLE MOBILE MODULAR,

INC., prays for an Order denying Plaintiff's motion and for such other and further relief as to the Court may seem just and proper.

Adam Filipowski

ADAM FILIPOWSKI

Sworn to before me this 10th
day of December, 1974

Gloria McGeady

GLORIA McGEADY
Notary P... State of New York
... County
Jan... 30, 1974

The Bank

Kingston Trust Company

260 Fair Street, Kingston, New York 12401

CONSUMER LOAN DIVISION

RAYMOND W. BARBER, JR.
VICE PRESIDENT

November 22, 1974

Parksville Mobile Modular Homes, Inc.
Route 17
Parksville, NY

Gentlemen:

We are herby notifying you of default in your Security Agreement-Dealer's Inventory with the Kingston Trust Company dated July 30, 1974. Paragraph 6 (a) (6) allows the bank, at its option, to consider the agreement in default when there has been a change in the bank's security or an increase in its risk. The order of the United States District Court dated November 7, 1974 enjoining you from further mobile home sales, clearly satisfies the condition that the bank's security has been impaired and its risk increased.

Therefore, we intend to exercise the rights and remedies available under the Uniform Commercial Code as setforth in paragraph 6 (b) of the Security Agreement.

Very truly yours,

KINGSTON TRUST COMPANY

By: Raymond W. Barber
Raymond W. Barber,
Vice- President

RWB:cjc

Defendants
Exhibit 2

A FIRST COMMERCIAL BANK

The Bank

Kingston Trust Company

260 Fair Street, Kingston, New York 12401

CONSUMER LOAN DIVISION

RAYMOND W. BARBER, JR.
VICE PRESIDENT

NOTICE OF REPOSSESSION & SALE

TO: Parksville Mobile Modular Homes Inc.
Box 399 Route 17
Parksville, N.Y. 12768

PLEASE TAKE NOTICE that by reason of default under a Security Agreement dated July 30, 1974 the Mobile Homes identified below have been repossessed by the Kingston Trust Company.

PLEASE TAKE FURTHER NOTICE that the Mobile Homes identified below will be sold at one or more private sales after December 9, 1974.

MAKE	SIZE	SERIAL #
Homette	70 x 12	0310-2104H
Wickes Homes	52 x 24	0308-7-02474
Titan	70 x 14	19-5-562-3523
Titan	70 x 14	19-5-574-3524
Titan	70 x 14	19-5-573-3522
Titan	70 x 14	19-5-574D-3456
Titan	70 x 14	19-5-562D-3435
Titan	70 x 14	19-5-562D-3369
Titan	70 x 14	19-5-573D-3341
Titan	60 x 14	19-5-575D-3261
Titan	70 x 14	19-5-565D-3360

Kingston Trust Company

By: Raymond W. Barber
Vice President

KINGSTON TRUST COMPANY

SECURITY AGREEMENT — DEALER'S INVENTORY

Parksville Mobile Modular Homes, Inc. (hereinafter called
(name of dealer)

the "Dealer"), whose chief place of business is located at Route 17
(Street No.)

Parksville Sullivan New York
(City or Town) (County) (State)

for value received, hereby grants to KINGSTON TRUST COMPANY, a New York State National Banking Association with its principal office at 27 Main Street in the City of Kingston and the County of Ulster, State of New York, the secured party hereunder (hereinafter called "Bank"), a security interest in, and agrees and acknowledges that Bank has and shall continue to have a security interest in, the Dealer's Inventory (as that term is hereinafter defined) now owned as well as any and all hereafter acquired Inventory, whether acquired from funds loaned by Bank or otherwise, and in and to all the proceeds of Inventory, to secure the payment of any and all Obligations (as that term is hereinafter defined) of Dealer to Bank.

1. As used herein, terms are defined as follows:

(a) "Inventory" means goods, merchandise and other personal property now owned or hereafter acquired by the Dealer which are held for sale or lease or are to be furnished under contracts of service, and without limiting the foregoing definition, the term "Inventory" includes all the Dealers Inventory, now owned or hereafter acquired, of:

New and used mobile homes, modular homes, trailers

and semi-trailers, accessories and parts

and the term "Inventory" as used herein shall also include any of the foregoing which are used by the Dealer for demonstration, executive or similar purposes, to the end that no goods which are of the type which is Inventory under the foregoing definition shall be deemed to be excluded therefrom because they are for a long or short period not actually held or offered for sale, lease or otherwise.

(b) "Obligations" means all indebtedness and liabilities whatsoever of the Dealer to Bank, whether direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising and howsoever evidenced or acquired, and whether joint or several.

(c) "Collateral" means all Inventory and property from time to time subject to the security interest herein provided for, including but not limited to all proceeds of any such Inventory and property.

(d) "Insolvency" means, as to any person (1) the insolvency, suspension of usual business, general assignment or failure of such person, or of any endorser, guarantor, surety or other person liable upon or for any of the Obligations of such person hereunder, or (2) the appointment of a receiver, conservator, rehabilitator or similar officer for such person or for any of such property of such person, or (3) the issuance of any warrant of attachment against any property of such person, or the taking of possession of or assumption of control over, all or any substantial part of the property of such person by the United States Government or any agency thereof, or (4) the filing of a petition in bankruptcy by or against such person, or (5) the commencement of any proceeding by or against such person under any bankruptcy or debtor's law for the relief or reorganization of such person or for the composition, extension, arrangement or readjustment of any of the obligations of such person, or (6) the commencement of any proceedings supplementary to any execution relating to any judgment against such person, or, if such person be a partnership, in case of the happening with respect to any partner of any of the events described in (1), (2), (3), (5) or (6) above.

(e) All other terms used herein which are defined in the Uniform Commercial Code of State of New York (hereafter called the "Code") have the same meaning herein as in the Code.

2. Dealer represents, warrants, covenants and agrees:

(a) Except for the security interest of Bank, the Dealer is, and as to Inventory acquired after the date hereof shall be, the owner of all Inventory free from any liens, security interest, encumbrance or other right, title or interest, and the Dealer shall defend the Inventory and the proceeds thereof against all claims and demands of all persons at any time claiming the same or any interest therein adverse to Bank.

(b) Except for the Financing Statements or Security Agreement filed or to be filed in respect of and for the security interest of Bank, there is no Financing Statement or Security Agreement now on file in any public office covering any Inventory or any proceeds thereof or in which the Dealer is named as or signs as a debtor and so long as any amount remains unpaid on any Obligations to Bank, the Dealer will not execute nor permit to be executed on his or its behalf and there will not be on file in any public office any such Financing Statements or Security Agreements.

(c) All Inventory presently owned by Dealer is and will be kept at, and all Inventory hereafter acquired by the Dealer will be kept at, the following locations:

and Inventory shall not be kept at any other place without the prior written consent of the Bank.

(d) Dealer's chief place of business is that set forth at the beginning of this agreement and Dealer has no other place of business except said chief place of business and the business locations set forth in sub-paragraph (c) above. Dealer will not change the location of such chief place of business without first giving the Bank fifteen days prior written notice.

3. All loans made and to be made to the Dealer shall be such as the Bank may in its sole discretion from time to time determine. All loans shall be evidenced by the demand promissory notes of the Dealer in such form and containing such terms as the Bank may from time to time require. Except to the extent that Bank may from time to time otherwise consent in advance in writing, the proceeds of all loans by Bank will be used solely to enable Dealer to purchase Inventory, and the Bank is authorized to disburse the proceeds of any and all loans directly to or for the account of the sellers of Inventory without any order or direction from the Dealer other than this agreement.

4.(a) In furtherance of the security interest hereby granted and agreed to, the Dealer agrees from time to time, and each time any item of Inventory is acquired, to execute a trust receipt describing such item or items and setting forth for each item the minimum price at which such item may be sold by Dealer, and otherwise in the form as specified by Bank. The failure in any case or cases to execute a trust receipt, or any deficiency in the execution thereof or in any description therein contained, shall not impair or adversely affect the security interest in all Inventory and proceeds herein provided for.

(b) The Dealer shall receive and hold all Inventory in trust solely for the purpose of exhibiting and selling the same in the ordinary course of business at prices not less than the amount specified pursuant to Paragraph 4(a), and only for cash. Dealer shall keep the Inventory clean, dry, and in the same condition as received and shall not rent or operate any of said Inventory for demonstration or otherwise without the prior written consent of the Bank. Bank may require Dealer, at Dealer's expense to assemble the Collateral at a place to be designated by Bank which is reasonably convenient to both parties. At Bank's request, Dealer will disclose the exact location of all Collateral. At any time, with or without cause, and although Dealer is not in default, Bank may cancel this trust or any part thereof and upon demand of Bank, Dealer will deliver and return to Bank all of the Inventory and proceeds.

(c) The Dealer agrees to keep a separate account of each item of Inventory and to furnish Bank a true and complete daily report of all sales of any and all Inventory, and Bank shall have the right at any time and from time to time and without any hindrance or delay to examine the books and records of the Dealer with respect to any and all Inventory and the sale thereof, and to examine and inspect all Inventory and the proceeds thereof wherever located and for such purposes, Bank may enter any premises without legal process.

5.(a) Dealer will have and maintain insurance at all times with respect to all goods which are Collateral, including goods in transit, against risk of fire (including so-called extended coverage), theft and all other usual risks and such special risks as the Bank may designate, containing such terms, for such periods and written by such companies as may be satisfactory to the Bank, such insurance to be payable to the Bank and Dealer as their interest may appear. All policies of insurance shall provide for ten (10) days' written minimum cancellation notice to the Bank and at the request of the Bank shall be delivered to and held by it. The Bank may act as attorney for Dealer in obtaining, adjusting, supplying and cancelling such insurance and endorsing any drafts. In the event of failure to provide insurance as herein provided, the Bank may, at Bank's option, provide such insurance and Dealer shall pay to Bank, on demand, the cost thereof. Dealer will not store or permit to be used any Inventory in any manner inconsistent with any policy of insurance thereon. Dealer will promptly pay when due all taxes or assessments on the Inventory or in connection with the sale thereof, as well as all costs and expenses incurred or accruing in connection with the custody, care and possession thereof and shall furnish Bank certificates or other evidence satisfactory to Bank of compliance.

(b) At Bank's request Dealer agrees to execute and deliver such Financing Statement or statements, or amendments thereof or supplements thereto, or other instruments as Bank in its discretion may from time to time deem necessary or desirable in order to comply with the Code and to preserve and protect the security interest granted. In the event for any reason the law of any other jurisdiction than New York State becomes or is applicable to the Inventory or proceeds or any part thereof, or to any loan by Bank, the Dealer agrees to execute and deliver all such instruments and to do all such other things as Bank may deem necessary or appropriate to preserve, protect and enforce the security interest, title or lien of Bank under the law of such other jurisdiction. Dealer shall pay all expenses of filing or recording. Dealer hereby authorizes Bank to file Financing Statements without the signature of Dealer.

(c) Dealer agrees on the day of the receipt by Dealer of any proceeds of any Inventory to transmit the same to Bank in the same form as received by the Dealer, and Dealer agrees pending such transmittal to hold all such proceeds separate and apart from any property of the Dealer and in trust for Bank. All cash proceeds received by Bank shall be applied on the Obligations of Dealer to Bank whether or not demand for payment thereof has been made by Bank. Non-cash proceeds shall be so applied when Bank has received payment or liquidation thereof in cash.

(d) At its option, Bank may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on any Collateral, may pay for the maintenance and preservation of same, and Dealer agrees to reimburse Bank on demand for any payment made, or any expense incurred thereby, all of which shall have the benefit of and be secured by the security interest provided for hereunder. All costs and expenses of Bank in retaking, holding, preparing for sale, selling, leasing and the like, the Collateral in the event of any default by Dealer, including court costs and reasonable attorneys' fees and legal expenses, shall likewise constitute additional indebtedness of the Dealer which the Dealer promises to pay on demand.

(e) Dealer hereby authorizes (and appoints as attorney-in-fact) the Bank and any of its officers or employees to execute and deliver on Dealer's behalf to the Bank or for the Bank's order, any and all trust receipts, promissory notes, or other documents relating to any loans made or Collateral received, delivered or held hereunder, or otherwise deemed by the Bank to be necessary or desirable in connection herewith, which authorization shall remain in full force and effect until Bank receives notice in writing to the contrary.

6.(a) Dealer shall be in default under this agreement and all Obligations of Dealer to Bank shall, without demand or notice of any kind and notwithstanding the maturity date or dates expressed in any evidence of any Obligations, become immediately due and payable upon the happening of any of the following events or conditions: (1) Default in the punctual payment or performance of any Obligation referred to herein, or any part thereof; (2) Default in the punctual performance of any covenant or agreement contained in or referred to herein; (3) Any warranty, representation or statement made or furnished to Bank by or on behalf of Dealer proves to have been false in any material respect when made or furnished; (4) Loss, theft, substantial damage, destruction, encumbrance to or of any of the Collateral; (5) Death or Insolvency of Dealer or any guarantor or surety for Dealer; (6) Such a change in the condition or affairs (financial or otherwise) of the Dealer or of any endorser, guarantor or surety for any Obligation of the Dealer to the Bank as in the opinion of the Bank impairs the Bank's security or increases its risk.

(b) When Dealer is in default, Bank shall have all the rights and remedies of a secured party under the Code (regardless of whether the Code is the law of the jurisdiction where the rights or remedies are asserted) including, without limitation, the right to take possession of the Collateral and for that purpose Bank may enter any premises and remove the same therefrom, all without legal process. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Bank will give Dealer reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Such requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Dealer shown at the beginning of this agreement at least five days before the time of the sale or disposition. Dealer shall remain liable for any deficiency.

(c) Any indebtedness owing from Bank to the Dealer may be set off and applied by Bank on any Obligations of the Dealer to Bank at any time and from time to time either before or after maturity and without demand upon or notice to anyone.

7. No warranties, express or implied, and no representations, promises or statements have been made by Bank unless endorsed hereon in writing. Any provision of this agreement prohibited by the law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provision hereof. This agreement has been accepted in the State of New York and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of New York.

8. Bank shall not, by act, delay, omission or otherwise be deemed to have waived any rights or remedies, or both, hereunder unless such waiver be in writing and no waiver shall be valid unless in writing, signed by Bank, and only to the extent therein set forth; a waiver by Bank of any right or remedy, or both, under the terms of this agreement on any one occasion shall not be construed as a bar to or waiver of any such right or remedy, or both, which Bank would otherwise have had on any future occasion. No executory agreement shall be effective to change or modify or to discharge in whole or in part this agreement unless such executory agreement is in writing and signed by Bank. Bank and Dealer waive all right to a trial by jury in any litigation relating to any transaction under this agreement. The rights of Bank specified in this agreement shall be in addition to, and not in limitation of, Bank's rights under the Code, as amended from time to time, or any other statute or rules of law conferring rights similar to those conferred by the Code, or of Bank's rights under any other agreement, note or instrument signed by Dealer. All rights of Bank hereunder shall inure to the benefit of its successors and assigns; and all Obligations of Dealer shall bind his heirs, executors or administrators or his or its successors or assigns. Either the Bank or the Dealer may terminate this agreement at any time upon written notice to the other party of such termination, provided, however, that such termination shall in no way affect any transactions entered into or rights created or Obligations incurred prior to the receipt of such notice by the other party, as to which transaction, rights and Obligations this agreement shall be fully operative until the same are fully disposed of, concluded and/or liquidated. Prior to such termination this shall be a continuing agreement in every respect. If this agreement is signed by more than one person their Obligations hereunder shall be joint and several. If Dealer is a partnership, this agreement shall remain in force and applicable, notwithstanding any changes in the individuals composing the partnership, and the term "Dealer" as used herein shall include any alternate or successive partnerships, but any predecessor partnerships and their partners shall not thereby be released from any liability. This agreement shall become effective when it is signed by Dealer and need not be executed by Bank. If at any time the same is executed by Bank it shall be for the sole purpose of filing the same as a Security Agreement under the Uniform Commercial Code of any jurisdiction, if the execution hereof by Bank is required for such purpose.

Parksville Mobile Modular Homes, Inc.
Name of Dealer

By Allan J. Filipowski

Pres.
Title

CORPORATE
SEAL

CORPORATE ACKNOWLEDGEMENTS

STATE OF New York }
COUNTY OF Orange } ss.:

On this 20th day of July, 1974, before me the subscriber, personally appeared Allan J. Filipowski, who being by me duly sworn, did depose and say: That he resides at Monroe N.Y.; that he is Pres. of Parksville Mobile Modular Homes Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of ______ of said corporation, and that he signed h name thereto by like order.

[illegible signature]

[illegible notary stamp] Commission Expires ... 1975

STATE OF ______ }
COUNTY OF ______ } ss.:

On this ______ day of ______, 19____, before me the subscriber, personally appeared ______, who being by me duly sworn, did depose and say: That he resides at ______; that he is ______ of ______ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of ______ of said corporation, and that he signed h name thereto by like order.

______

______

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF .... } ss.:
COUNTY OF .... }

On this .... day of ...., 19...., before me personally appeared ____

____ to me known and known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

____

____

CERTIFICATE OF RESOLUTION AUTHORIZING SECURITY AGREEMENT
CERTIFICATE OF SECRETARY

I, Cornelin Desmarais (name of secretary), do hereby certify that I am secretary of Parksville Mobile Modular Homes Inc. (name of corporation), a New York (state of incorporation) corporation, that I am keeper of the corporate records and seal of said corporation; that set forth below is a true and correct copy of a resolution adopted at a special meeting of the Board of Directors of said Corporation duly called, convened and held in accordance with its by-laws and the laws of said state at Parksville (City or Town), State of New York on the 30th day of July, 1974, as taken and transcribed by me from the minutes of said meeting and compared by me with the original of said minutes recorded in the minute book of said corporation; that the said resolution was duly adopted at said meeting, and that the same has not in any way been modified, repealed or rescinded but is in full force and effect; and that all the Directors of the Corporation have duly ratified and affirmed the same in the form aforesaid. I do further certify that the within agreement is the agreement referred to in said resolution, and was duly executed and delivered pursuant thereto.

WHEREAS, to secure the Obligations therein described it is to the best interest of this Corporation to execute and deliver a Security Agreement -- Dealer's Inventory, to KINGSTON TRUST COMPANY pursuant to which this Corporation shall grant to said bank a security interest in the Collateral now existing or hereafter acquired of this Corporation as therein described, and

WHEREAS, the proposed form of Security Agreement -- Dealer's Inventory has been submitted to this meeting, been duly considered thereat and the execution thereof being deemed to be in the best interest of this Corporation; now therefore, be it

RESOLVED, that any Officer of this Corporation be and hereby is authorized and directed on behalf of this Corporation to execute the aforementioned Security Agreement -- Dealer's Inventory, to execute any Financing Statements or amendments thereto or other notices which may be requested, to execute and amendments or supplements to such Security Agreement which may be necessary or desirable and to perform, in such Officer's discretion, all other acts which may be necessary, convenient or expedient to carry out the provisions, intent and purposes of such Security Agreement and such action of such Officer shall be taken to be the action of this Corporation and of this Board.

WITNESS my hand and seal of said Corporation this 30th day of July 1974

Cornelin Desmarais
Secretary

(SEAL)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- x

REX-NORECO, INC., Plaintiff,	Index No. 74 Civ. 1728 (MEL)
- against -	
ISIDORE GOODSTEIN and PARKSVILLE MOBILE MODULAR, INC., Defendants.	SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF ORDER TO SHOW CAUSE TO PUNISH DEFENDANT, PARKSVILLE MOBILE MODULAR, INC. FOR CONTEMPT

- x

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

JEFFREY A. FILLMAN, being duly sworn, deposes and says:

1. I am one of the counsel who has represented plaintiff Rex-Noreco, Inc., ("Rex" or "plaintiff") in this action. Relevant information concerning my background is contained in my affidavit sworn to the 25th day of April, 1974 submitted in this action in support of plaintiff's application for a Preliminary Injunction.

2. This affidavit is submitted in support of plaintiff's applications (a) for a further order to punish defendant Parksville Mobile Modular, Inc., ("Parksville") for contempt, and (b) for an order fixing the amount of damages to be assessed against Parksville as a fine by reason of its contempt, both of which I assume will be heard before this Court on December 10, 1974 pursuant to the Order to Show Cause signed

December 5, 1974.

3. The statements in Part II of the affidavit of Adam Filipowski, sworn to November 29, 1974, in opposition to plaintiff's application for the fixing of damages as a fine for Parksville's prior contempt, concerning Mr. Filipowski's dealings with the law firm that previously represented the defendants herein are irrelevant to (a) a determination whether Parksville has complied with the requirements of the November 7, 1974 Order of this Court, and (b) a determination of the damages to be fixed as a fine. Indeed, reliance on advice of counsel cannot excuse Parksville's failure to obey this Court's injunction Order. See, e.g., United States v. Seavers, 472 F. 2d 607 (6th Cir. 1973). The statements in Part II of the Filipowski affidavit concerning the contents of plaintiff's reports to the Securities and Exchange Commission are equally irrelevant to a resolution of those questions.*

4. Part III of the Filipowski affidavit which represents the only part of that affidavit which seems relevant to the question of Parksville's continued contempt of Court, concedes that, even though some thirty-two days have elapsed since Parksville was ordered to remove all mobile homes from

* In any event, the full facts concerning those disclosures including the original contractual documents to which the disclosures relate, have already been fully disclosed in my April 25, 1974 affidavit.

its lot to a situs more than 200 miles from Loch Sheldrake, New York, such relocation has not yet taken place.

5. The Filipowski affidavit would have this Court believe that relocation of the units in accordance with this Court's Order would cause a loss of over $80,000 to Parksville. However, Parksville has not adduced any competent evidence to establish that such losses could possibly occur upon relocation of the mobile homes. Even if the Bank which has financed Parksville's mobile home inventory were to foreclose on its security interests, it is unlikely to the point of virtual impossibility that Parksville would lose the entire value of each and every one of the mobile home units since the Bank would be required to hold an auction sale and it is certain that the Bank would be able to sell all of the mobile home units for at least eighty percent (80%) of the original invoice costs financed by the Bank. This would mean that the maximum loss, if any, sustainable by Parksville would be approximately $20,000, not the $80,000 mentioned in the Filipowski affidavit.

6. The material contained in Part I of the Filipowski affidavit seems to relate exclusively to the question whether an amount equal to the gross profit realized by Parksville from its August 1974 sales (excluding the Galvani unit) should be awarded to Rex as damages caused by Parksville's contempt. However, the fact that Rex' mobile home retail sales operations may result in pre-tax losses is irrelevant to the question whether Rex lost gross profit (that is, profit before

fixed and overhead costs) as a result of Parksville's contemptuous activities. The fact that Parksville did not have a net profit because of the substantiality of its fixed and overhead costs does not alter the fact that Rex might have had approximately $4,500 additional dollars to apply to its own fixed and overhead costs had units (other than Galvani) comparable to those sold by Parksville during August been sold by Rex's Loch Sheldrake operation. The fact that Rex cannot show with certainty that the persons purchasing units from Loch Sheldrake and not from one of the other two dealers in the area does not relieve Parksville from liability for damages as a fine for its contemptuous behavior. Since plaintiff's damages are not ascertainable with precision because of Parksville's wrongful behavior, the causal connection between damage to plaintiff measured in monetary terms and defendant's wrongful behavior is not required to be established with the same degree of certainty as would be the case in the absence of such contemptuous behavior.

7. In any event, it is clear that the attorney's fees incurred by a party aggrieved by contempt of an injunction Order may be awarded as damages for the contempt. See, e.g., American St. Gobain Corp. v. Armstrong Glass Co., 434 F. 2d 1216 (6th Cir. 1970); Folk v. Wallace Business Forms, Inc., 394 F. 2d 240 (4th Cir. 1968). Thus, given Parksville's continued contempt of the Court's November 7 Order, a further fine in the form of damages equalling plaintiff's attorney's fees in

prosecuting this contempt application, aggregating $900, should be assessed against Parksville and Mr. Filipowski as its responsible agent.

8. The Filipowski affidavit asserts in Part I that two of the units shown by Parksville's own records to have been sold during August were really nothing more than the completion of pre-June 4, 1974 sales. However, the documentary evidence establishing such assertions has never been proferred nor has it ever even been made available to plaintiff even though numerous requests therefor have been made and promises by the prior counsel for each of defendant Goodstein and Mr. Filipowski have been given that such documentary material would be timely furnished to plaintiff's counsel.

9. In conclusion, the Filipowski affidavit tries to cloud and confuse the questions presented by plaintiff's applications to fix damages for contempt and for a further Order finding Parksville in contempt. Parksville and Filipowski, as its responsible agent, have had ample opportunity to come before this Court on several prior occasions with the evidentiary material that the Filipowski affidavit would now have this Court believe may be forthcoming in due course. Defendant Parksville should not now be allowed to further disregard this Court's November 7 Order by the transparent delaying tactic of changing counsel, criticizing the adequacy of prior representation and raising anew questions that were raised and refuted at the very outset of the action.

10. It is submitted that the Court (a) should fix the further damages assessed against Parksville in respect of its original contempt of Court at $4,495, (b) should find that Parksville and Filipowski, as its responsible agent, are in contempt of the Court's November 7 Order, (c) should assess a further fine consisting of damages payable to plaintiff in the amount of $900 against Parksville and Filipowski by reason of this second contempt, (d) should order Parksville to remove all mobile homes from its Parksville, New York location to a situs more than 200 miles distant from Loch Sheldrake, New York, within one week following entry of the Court's Order, upon pain of being found in contempt a third time in which event Mr. Filipowski as Parksville's responsible agent should be committed to jail until such contempt is purged.

JEFFREY A. FILLMAN

Sworn to before me this

10th day of December, 1974.

Notary Public

ANNETTE BARTH
NOTARY PUBLIC, State of New York
No. 31-5201660
Qualified in New York County
Commission Expires March 30, 1975

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
--------------------------------------x

REX-NORECO, INC.

Plaintiff,

- against -

ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR, INC., and ADAM FILIPOWSKI,

Defendants.

--------------------------------------x

74 Civ. 1728 (MEL)

AMENDED and SUPPLEMENTAL COMPLAINT

Plaintiff, Rex-Noreco, Inc., complaining of defendants Isidore Goodstein, Parksville Mobile Modular, Inc. and Adam Filipowski, by its attorneys Finley, Kumble, Heine, Underberg & Grutman, alleges upon information and belief that:

FIRST CLAIM FOR RELIEF

1. Jurisdiction is based upon diversity of citizenship and the amount in controversy being in excess of $10,000.

2. Plaintiff, Rex-Noreco, Inc. ("REX") is a corporation organized and existing under the laws of the State of New Jersey with its principal office in Englewood Cliffs, New Jersey.

3. Defendant Isidore Goodstein ("GOODSTEIN") is a resident of the Southern District of New York.

4. Defendant Parksville Mobile Modular, Inc. ("PARKSVILLE") is a corporation organized and existing under the laws of the State of New York with its principal office in the Southern District of New York.

5. Defendant Adam Filipowski ("FILIPOWSKI") is a resident of the Southern District of New York.

6. REX is a public corporation listed on the American and Pacific Coast Stock Exchanges. At present and for some time past, REX is and has been engaged in: (i) furnishing various services to institutional lenders in connection with loans made

by such lenders to mobile home dealers and their retail customers; (ii) furnishing financing to mobile home dealers and their retail customers; and (iii) in the operation of mobile home retail sales lots at selected locations.

7. During the fiscal year ending July 31, 1973, retail sales of mobile homes by mobile home sales lots owned or operated by REX (or by REX subsidiaries) accounted for approximately 22 percent of the $10,000,000 total revenues of REX and its subsidiaries on a consolidated basis. The successful operation of these sales lots is important to REX not only for the substantial revenues which these sales lots generate, but also because these sales lots serve as the outlets through which REX sells repossessed mobile homes for its lending institution clients pursuant to service obligations to those clients.

8. GOODSTEIN began his employment with REX in November, 1965, as a sales lot manager. GOODSTEIN remained continuously in REX's employ until on or about February 5, 1974, when GOODSTEIN sent in notice of termination of his employment to REX. At the time that GOODSTEIN resigned from REX's employ, and for some time prior thereto, he was a Vice President of REX and was paid a salary of approximately $30,000,000 per year plus substantial fringe benefits consisting of stock options and the like.

9. During the years that GOODSTEIN was employed by REX in the course of, and as part of his duties with REX, GOODSTEIN received training in and exposure to those factors material and relevant to successful selection and operation of mobile home retail sales lots. The operation of the mobile home retail sales lots industry is a specialized and unique business which has characteristics differentiating it from other retail operations. Particularly after his promotion to an executive position with REX, GOODSTEIN also received confidential information, trade

secrets and know-how relating to the retailing and other facets of mobile home operations generally and to the operations of REX in particular, which had been developed by REX over the years.

10. Included in the exposure to confidential information, trade secrets and know-how of REX which GOODSTEIN received were specialized sources of new and used mobile homes; methods for merchandising new and used mobile homes with maximum effectiveness; information relating to the selection of sites for mobile home retail sales outlets particularly in the Sullivan County, New York area; the operating results of various retail sales outlets operated by REX; and methods and sources for financing new and used mobile home inventories. Indeed GOODSTEIN reached the point with REX where it was his responsibility to select sites for REX operated retail outlets in areas as diverse as Williamsport, Pennsylvania; Ellenville and Loch Sheldrake, New York; Wilson, North Carolina; and Jacksonville, Florida.

11. On or about August 14, 1970, by reason of the ever increasing amount of confidential information, trade secrets and know-how to which GOODSTEIN was becoming privy by reason of his employment, and as an inducement to REX to continue him in such employment, GOODSTEIN signed an agreement with REX, copy of which is annexed hereto as Exhibit "A". Said agreement has been continuously in force and effect since that time except that GOODSTEIN terminated his employment thereunder on or about February 5, 1974. Plaintiff has performed all of its obligations under said agreement.

12. Said agreement provided in pertinent part that during the period of GOODSTEIN's employment by REX, GOODSTEIN would devote his "entire time" to his employment by REX and could not have "a financial or beneficial interest in any business or enterprise engaged in the same or similar business" to that of REX. Said agreement further contained the restrictions

hereinafter set forth (as modified by a letter of interpretation of even date therewith also annexed hereto as Exhibit "B") on GOODSTEIN's activities for a two year period following termination of GOODSTEIN's employment with REX within a two hundred mile radius of REX's retail sales locations existing on August 14, 1970, or on the date of such termination of employment.

> "3. the EMPLOYEE agrees that on the termination of its employment, for any reason whatsoever, he will not for (2) two year(s) thereafter engage, either directly or indirectly, in any business or employment similar to or competitive with the business of the EMPLOYER, nor will he within said period of time divert or attempt to divert from the EMPLOYER, or any business or concern represented by it, any business whatsoever, particularly by influencing or attempting to influence any of the customers or business contacts of the EMPLOYER. The EMPLOYEE agrees to the foregoing covenants and restrains as to his activities upon the termination of his employment, recognizing the irreparable damage which will or may result to the EMPLOYER in the event of a breach of these covenants and restraints. The EMPLOYEE further agrees that in the event of such breach, the EMPLOYER shall be entitled, in addition to any other remedies and damages available to it by law, to a preliminary restraint and temporary and permanent injunctions to restrain the violation by the EMPLOYEE of such covenants and restraints."

13. The aforementioned covenants agreed to by GOODSTEIN that he would devote his full time to the interests of REX and would not hold an interest in any competitive business while in the employ of REX, and that for a two year period after termination of his employment GOODSTEIN would not compete with REX, were material and valuable parts of said agreement of employment inserted therein and intended for the protection of REX against the unfair competition of GOODSTEIN and against the use of discharge by GOODSTEIN of the confidential information, trade secrets and know-how obtained by GOODSTEIN by reason of his employment and executive position with REX.

14. Beginning some time during November, 1973, while employed by REX, and after he terminated his employment with REX on February 5, 1974, GOODSTEIN knowingly violated and continues

to violate his fiduciary obligations as an employee of REX and the terms and provisions of said agreement. More specifically, on November 26, 1973, while still employed by REX, GOODSTEIN caused PARKSVILLE to be incorporated under the laws of the State of New York, with GOODSTEIN being the principal officer and shareholder thereof, for the purpose of engaging in the mobile home business in competition with REX, and during the months of November and December, 1973, and January, 1974 GOODSTEIN continued to arrange for the commencement of the competing business of PARKSVILLE using funds of REX without its knowledge or consent.

15. GOODSTEIN through PARKSVILLE, has made arrangements to own and operate a mobile home retail sales outlet in Sullivan County, New York, within seven miles of the Loch Sheldrake, New York locatin of a REX mobile home retail sales outlet. In this region and in this type of business the two outlets are clearly in direct competition. The extent of conflict and abuse of confidential information in the selection of this location by GOODSTEIN for PARKSVILLE's mobile home retail sales outlet is indicated by the fact that it was GOODSTEIN who, while in the employ of REX, selected the Loch Sheldrake site for the REX outlet. He has used and will continue to wrongfully use that information in opening and operating a competing outlet in violation of the express terms and conditions of the agreement under which he was employed as a senior officer of REX.

16. On or about June 4, 1974, a preliminary injunction entered by this Court in this action, restraining defendants GOODSTEIN and PARKSVILLE from continued retail sales of mobile homes within 200 miles of Loch Sheldrake, New York, pendente lite, became effective.

17. On or about July 30, 1974, with full knowledge of the pendency of this action and of the effectiveness of the said

preliminary injunction, defendant FILIPOWSKI entered into an agreement and understanding with defendants GOODSTEIN and PARKSVILLE to aid and abet said defendants and each of them to evade and avoid the restraints imposed by the preliminary injunction. Pursuant to said agreement and understanding GOODSTEIN purported to transfer to FILIPOWSKI, for no meaningful consideration, all of the outstanding stock of PARKSVILLE so as to make it appear that GOODSTEIN no longer was involved in or deriving benefits from the operations of PARKSVILLE. Further as part of said agreement and understanding, FILIPOWSKI caused PARKSVILLE after July 30, 1974, to continue selling mobile homes in contempt of this Court's injunction and to indirectly compensate GOODSTEIN by payments disguised as salary to GOODSTEIN's son.

18. If this conduct of defendants is permitted to continue, REX will suffer irreparable injury in terms of loss of retail business, interference with proper performance of service obligations to lending institution clients and harm to good will developed over the years. REX has no adequate remedy at law.

SECOND CLAIM FOR RELIEF

19. Plaintiff repeats and realleges each and every allegation of Paragraphs "1" through "17" inclusive.

20. By reason of the foregoing wrongful acts of defendants, defendants have and will wrongfully and improperly obtain profits which but for the wrongful acts of defendants would have been earned by plaintiff. Plaintiff asks that an accounting be rendered it as to the moneys wrongfully earned by defendants and that said moneys be paid over to plaintiff.

THIRD CLAIM FOR RELIEF

21. Plaintiff repeats and realleges each and every allegation of Paragraphs "1" through "17" inclusive.

22. By reason of the foregoing, plaintiff has been damaged in an amount not less than $250,000.

FOURTH CLAIM FOR RELIEF

23. Plaintiff repeats and realleges each and every allegation of Paragraphs "1" through "17" inclusive.

24. The facts concerning GOODSTEIN's breach of fiduciary obligations involved in his organization of PARKSVILLE during November and December, 1973, and January, 1974, were deliberately and willfully concealed by GOODSTEIN from REX at the time he left REX's employ for the purpose of enabling him to wrongfully obtain a distribution from the Rex Pension Plan and Profit Sharing Trust ("the Pension Plan") in the amount of $15,041 which was paid to or applied for GOODSTEIN's benefit. At the time that GOODSTEIN terminated his employment with REX the express rules governing the Pension Plan contained provisions that an employee was entitled to be paid the percentage of the fund attributable to him upon termination of employment only if, at the time of such termination, he had adhered to all of the terms and conditions of his employment and had not taken action adverse to REX or engaged directly or indirectly in a competitive business in violation of his employment obligations undertaken to REX. The formation of the defendant, PARKSVILLE by GOODSTEIN (while still in the employ of REX) for the purpose of competing with REX in the mobile home business and GOODSTEIN's misappropriation of REX's funds in that connection, was a deliberate and willful violation of the employment agreement which was concealed by GOODSTEIN from REX to prevent REX from finding out that there were grounds requiring REX to refuse to make payment to GOODSTEIN of the $15,041 from the REX Pension Plan which in fact were paid out to GOODSTEIN.

25. By reason of the foregoing, REX has been damaged in the amount of $15,041.

FIFTH CLAIM FOR RELIEF

26. Plaintiff repeats and realleges each and every allegation of Paragraphs "1" through "17" inclusive.

27. The organization of PARKSVILLE as a corporation under the laws of the State of New York was not completed prior to the tortious acts of PARKSVILLE hereinabove alleged. GOODSTEIN as PARKSVILLE's sole "shareholder" and principal officer prior to July 30, 1974, and FILIPOWSKI as PARKSVILLE's sole "shareholder" and principal officer since July 30, 1974, are personally liable for the tortious actions of the deficiently formed corporation which has acted as an agent on their behalf.

28. By reason of the foregoing, GOODSTEIN and FILIPOWSKI are personally liable for all damages recoverable by REX herein, it being acknowledged that FILIPOWSKI's personal liability is limited to all such damages accruing on and after July 30, 1974.

WHEREFORE, plaintiff prays for judgment:

(a) on the first claim for an injunction permanently and temporarily enjoining defendants, and each of them, from any violation of the employment agreement;

(b) on the second claim for an accounting for lost earnings from all defendants;

(c) on the third claim for damages against all defendants in the amount of $275,000;

(d) on the fourth claim for damages against the defendant GOODSTEIN in the amount of $15,041;

(e) on the fifth claim against defendant GOODSTEIN for all damages sustained by REX amounting to $275,000 and against defendant FILIPOWSKI for all damages sustained by

REX on and after July 30, 1974 amounting to $262,500; and for such other and further relief which to the Court may seem just and proper together with the costs and disbursements of this action.

Dated: New York, New York
December 13, 1974

FINLEY, KUMBLE, HEINE,
UNDERBERG & GRUTMAN

Attorneys for Plaintiff
Office and P. O. Address
477 Madison Avenue
New York, New York 10022
(212) 371-5900

By______________________
Jeffrey A. Fillman,
A Member of the Firm

AGREEMENT

AGREEMENT, made this 14th day of August 1970, by and between REX-NORECO, INC. (including any wholly or partially owned subsidiary or allied business venture in which Rex-Noreco has a substantial interest), having its offices and principal place of business at 616 Palisade Avenue, Englewood Cliffs, New Jersey, (hereinafter referred to as the "EMPLOYER"), and

Isidore Goodstein, ~~[illegible]~~ Seven Springs Rd., Monroe, New York

residing at

(hereinafter referred to as the "EMPLOYEE");

WITNESSETH:

1. In consideration of the same EMPLOYER hiring and employing said EMPLOYEE, the EMPLOYEE agrees to devote his entire time, skill, labor and attention to said employment, subject always to direction and control of the EMPLOYER, and to engage in such work and to perform such services at such times and places as the EMPLOYER may direct in connection with its business.

EXHIBI

In addition, the EMPLOYEE, during the term of this Agreement, shall not have a financial or beneficial interest in any business or enterprise engaged in the same or similar business to that of the EMPLOYER.

The EMPLOYEE shall transfer, set over and assign to the EMPLOYER, any and all inventions or improvements that EMPLOYEE may develop, make, invent, acquire or suggest during the term of such employment.

2. This Agreement shall be in effect for an indefinite period of time; provided, however, that the employment herein provided may be terminated by either party for cause at any time without notice, and by either party without cause on thirty (30) day written notice to the other as provided hereinafter. Termination of employment by either party, whether or not for cause, shall, however be subject to all terms of this Agreement including, but not limited to the terms of Paragraph 3 hereof with respect to the non-competition provision of this Agreement. In addition, upon

termination with or without cause the EMPLOYEE shall transfer, set over and assign to the EMPLOYER, all property of the EMPLOYER, including, but not limited to, any and all books, records and documents of any nature whatsoever, either belonging to or derived from the business, books, records, and documents of the EMPLOYER.

3. The EMPLOYEE agrees that on the termination of its employment, for any reason whatsoever, he will not for (2) two year (s) thereafter engage, either directly or indirectly, in any business or employment similar to or competitive with the business of the EMPLOYER, nor will he within said period of time divert or attempt to divert from the EMPLOYER, or any business or concern represented by it, any business whatsoever, particularly by influencing or attempting to influence any of the customers or business contacts of the EMPLOYER. The EMPLOYEE agrees to the foregoing covenants and restraints as to his activities upon the termination of his employment, recognizing the irreparable damage

which will or may result to the EMPLOYER in the event of a breach of these covenants and restraints. The EMPLOYEE further agrees that in the event of such breach, the EMPLOYER shall be entitled, in addition to any other remedies and damages available to it by law, to a preliminary restraint and temporary and permanent injunctions to restrain the violation by the EMPLOYEE of such covenants and restraints.

4. Any notice required or permitted to be given under thi Agreement, shall be in writing and shall be delivered either personally or by certified mail, return receipt requested, to the EMPLOYEE, or in the case of the EMPLOYER, to its principal place of business and to the attention of the President.

5. The failure of the EMPLOYER to enforce at any time or for any period of time, any one or more of the covenants and restrains of this Agreement shall not be deemed a waiver of the EMPLOYER'S rights to enforce each and every covenanant and restraint of this Agreement and should any portion of this Agreement, for any

reason, the waiver by either party of a breach of any provisions of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by such other party.

6. This Agreement shall be construed in accordance with the laws of the State of New Jersey. The parties consent to the jurisdiction of the courts of the State of New Jersey and to that end appoint and constitute Corporation Trust Company, Jersey City, New Jersey, as their respective agents for service of process and conferring of jurisdiction over the parties and subject matter of this Agreement. Such jurisdiction shall be deemed to include jurisdiction for preliminary restraints and injunctive relief.

7. Any agreement or arrangement whereunder the said EMPLOYEE has heretofore been employed by said EMPLOYER is cancelled, released and discharged as of this date.

REX-NORECO, INC.

By [signature]
MARK A. SALITAN, President

[signature]
EMPLOYEE

I have read this Agreement and understand its terms, particularl those provisions of Paragraph 3, pertaining to the non-competiti provision hereof. I acknowledge receipt of a copy of this Agreement.

EMPLOYEE

Rex-Noreco, Inc.

EXECUTIVE OFFICES
616 PALISADE AVENUE
ENGLEWOOD CLIFFS, NEW JERSEY 07632
TELEPHONE: (201) 567-6300

August 14, 1970

Mr. Isidore Goodstein
Little Britain Mo. le Home Sales Inc.
Box 68
Rock Tavern, New York

Dear Izzy:

The Agreement that you signed with us on August 14, 1970 does not prevent you, should you leave our employ, from going into the mobile home sales business, providing the sales operation you might go into is located more than a two-hundred (200) mile radius from any of our existing sales locations or ones that we may open in the future.

Most cordially yours,

Mark A. Salitan
Mark A. Salitan
President

MAS:rr

[signature]
ACCEPTED AND APPROVED by Isidore Goodstein

EXHIBIT "B"

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----------------------------------X

REX-NORECO, INC.,

Plaintiff,

-against-

ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR, INC., and ADAM FILIPOWSKI,

Defendants.

-----------------------------------X

74 Civ. 1728 (MEL)

ANSWER TO AMENDED AND SUPPLEMENTAL COMPLAINT

Defendant, ISIDORE GOODSTEIN, by his attorney, MARK E. ARROLL, for his answer to the amended and supplemental complaint alleges as follows:

FIRST: Denies each and every allegation of paragraph "7" of the complaint except admits upon information and belief has approximately $10,000,000 of total revenues of which approximately $168,000 in gross revenues are attributable to its Loch Sheldrake location.

SECOND: Denies each and every allegation of paragraphs "8", "9", "10", "11", "13", "14", "15", "17", "18", "19", "20", "21", "22", "23", "24", "25", "26", "27" and "28" of the complaint.

THIRD: Denies each and every allegation of paragraph "12" of the complaint except admits that plaintiff and defendant executed an agreement which the defendant Goodstein begs leave to incorporate in this answer as if fully set forth together with any amendments, modifications thereto or interpretation thereof and reserves the question of law of the legal effect of any such agreement to the Court.

FOURTH: Denies each and every allegation of paragraph "16" of the complaint except admits that this Court entered an order on or about June 4, 1974 and reserves to the Court the legal effect of such order and any Court sanctioned modifications thereof.

FOR A FIRST DEFENSE

FIFTH: The agreement marked "Plaintiff's Exhibit A" in conjunction with the complaint confers jurisdiction on the Courts of the State of New Jersey and this Court is without jurisdiction to try this matter herein.

FOR A SECOND DEFENSE

SIXTH: The covenant not to compete alleged by the plaintiff is unreasonable, unenforceable and beyond the public policy of the laws of the State of New Jersey and of the United States of America. Under the facts and circumstances of this case, it is arbitrary and of no force and effect and merely subjected the individual employee to involuntary servitude without any reasonable reason or cause and it is an affront to the Constitution, due process, common sense and decency.

FOR A THIRD DEFENSE

SEVENTH: The agreement dated August 14, 1970 was entered into under duress in that the plaintiff compelled a long-standing employee arbitrarily to sign the agreement or be fired on the spot with the resulting financial disaster which would ensue to his wife and infant children.

FOR A FOURTH DEFENSE

EIGHTH: The plaintiff is estopped from attempting to enforce the covenant not to compete because of the statements con-

tained in the 10-K report filed by the plaintiff stating to the public and its stockholders that the sales lot in New York was sold.

FOR A FIFTH DEFENSE

NINTH: The agreement is illegal and unconscionable and against the public interest and public welfare.

FOR A SIXTH DEFENSE

TENTH: Defendant ISIDORE GOODSTEIN relied upon the advice of former counsel with regard to the sale and conveyance of his interest in Parksville Mobile Modular, Inc. to a third party.

WHEREFORE, defendant ISIDORE GOODSTEIN demands judgment dismissing the complaint together with the costs and disbursements of this action.

DAted; New York, New York
December 23, 1974

MARK E. ARROLL, Esq.
Attorney for defendant Isidore Goodstein
Office & P.O. Address:
261 Broadway
New York, N.Y.
(212) 732-3375

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

---------------------------------------x

REX-NORECO, INC.,

Plaintiff,

- against -

ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR, INC., and ADAM FILIPOWSKI,

Defendants.

---------------------------------------x

ANSWER TO AMENDED AND SUPPLEMENTAL COMPLAINT

74 Civ. 1728 (MEL)

Defendants, PARKSVILLE and FILIPOWSKI, for their answer to the Plaintiff's Amended and Supplemental Complaint, respectfully allege as follows:

FIRST: Denies each and every allegation set forth in Paragraphs "1", "6", "7", "8", "9", "10", "11", "12", "13", "14", "15", "17", "18", "20", "22", "24", "25", "27", and "28".

SECOND: Denies each and every allegation set forth in Paragraphs "19", "21", "23", and "26", except as otherwise hereinabove pleaded.

THIRD: Denies knowledge and information sufficient to form a belief as to each and every allegation set forth in Paragraph "2" of the Plaintiff's Complaint.

FOURTH: Denies each and every allegation set forth in Paragraph "16" and refers the Court to the legal proceedings and Orders before it for any conclusions or findings pertaining to

any of its rulings or findings.

FIRST DEFENSE

FIFTH: The agreement marked "Plaintiff's Exhibit A" in conjunction with the Complaint confers jurisdiction on the Courts of the State of New Jersey and this Court is without jurisdiction to try this matter herein.

SECOND DEFENSE

SIXTH: The covenant not to compete alleged by the Plaintiff is unreasonable, unenforceable and beyond the public policy of the laws of the State of New Jersey and of the United States of America. Under the facts and circumstances of this case, it is arbitrary and of no force and effect and merely subjected the individual employee to involuntary servitude without any reasonable reason or cause and it is an affront to the Constitution, due process, common sense and decency.

THIRD DEFENSE

SEVENTH: The agreement dated August 14, 1970 was entered into under duress in that the Plaintiff compelled a longstanding employee arbitrarily to sign the agreement or be fired on the spot, with the resulting financial disaster which would ensue to his wife and infant children.

FOURTH DEFENSE

EIGHTH: The Plaintiff is estopped from attempting to enforce the covenant not to compete because of the statements contained in the 10-K report filed by the Plaintiff, stating to the public and its stockholders that the sales lot in Sullivan County, New York, was sold along with a related mobile home park.

FIFTH DEFENSE

NINTH: The agreement is unenforceable because there was want of consideration and failure of consideration.

SIXTH DEFENSE

TENTH: The agreement is illegal and against the public interest and public welfare.

SEVENTH DEFENSE

ELEVENTH: The covenant not to compete, as alleged in the Complaint, has been released by the Plaintiff.

EIGHTH DEFENSE

TWELFTH: The Plaintiff waived the right to enforce such covenant not to compete under the circumstances and facts of this case.

NINTH DEFENSE

THIRTEENTH: Defendant FILIPOWSKI became a stockholder, officer, and director of the Defendant PARKSVILLE and the Defendant PARKSVILLE operated from July 30, 1974 under the legal guidance and advice of the attorneys who represented the Defendant PARKSVILLE in this action from its commencement and until they were substituted by new Attorneys some time in December, 1974.

TENTH DEFENSE

FOURTEENTH: There is no validity to Plaintiff's claim that it has a monopoly to dabble in used mobile homes, and that anyone who knows or is related to ISIDORE GOODSTEIN is prohibited from going into the mobile home business within 200 miles of anywhere that the Plaintiff may happen to function.

ELEVENTH DEFENSE

FIFTEENTH: The allegations involving Defendants FILIPOWSKI and PARKSVILLE are repetitive, Res Judicata, and are collaterally estopped from being asserted inasmuch as they have been heard and either have been, or are in the process of being adjudicated by the Court. The Plaintiff in essence is alleging a contempt of a Court order and injunction when proceedings have already been asserted and adjudicated by the Court.

TWELFTH DEFENSE

SIXTEENTH: The Plaintiff did NOT sustain loss and irreparable injury. The Plaintiff had sold its last retail mobile homes sales lot within the States of New York, New Jersey, and Pennsylvania prior to April 30, 1973, and these facts were set forth in the "10K" form filed by the Plaintiff with the Securities and Exchange Commission for the year 1973. During its last year of winding up its retail mobile home sales in the New York area, the total gross sales of the Plaintiff amounted to approximately 1-1/2% of its total Gross Sales.

WHEREFORE, Defendants demand that the Complaint herein be dismissed, together with the costs and disbursements of this action.

S/JOHN F. MARTIN

JOHN F. MARTIN, ESQ.
Attorney for Defendant,
PARKSVILLE MOBILE MODULAR, INC.
342 Madison Avenue
New York, New York 10017
(212) 279-6995

Dated: New York, New York
December 23, 1974

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
---------------------------------------X

REX-NORECO, INC.,

Plaintiff,

-against-

ISIDORE GOODSTEIN and
PARKSVILLE MOBILE MODULAR, INC.,

Defendants.
---------------------------------------X

74 Civ. 1728

MEMORANDUM

APPEARANCES:

FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN, ESQS.
477 Madison Avenue
New York, New York 10022
Attorneys for Plaintiff

MARK E. ARROLL, ESQ.
261 Broadway
New York, New York 10007
Attorney for Defendant ISIDORE GOODSTEIN

JOHN F. MARTIN, ESQ.
342 Madison Avenue
New York, New York 10017
Attorney for Defendant PARKSVILLE MOBILE MODULAR, INC.

LASKER, D.J.

By order dated November 7, 1974, Parksville Mobile Modular, Inc. (Parksville) was held in contempt of this court's preliminary injunction of June 4, 1974, which enjoined Parksville from continuing to engage in the business of selling mobile homes within a 200 mile radius of Loch Sheldrake. The decree ordered Parksville to pay attorneys' fees to Rex-Noreco, and a fine in the amount necessary to compensate plaintiff for the injury suffered by it as a result of Parksville's actions. Parksville paid the attorneys' fees due Rex-Noreco under the contempt order of November 7, 1974. Parksville is now liable to compensate Rex-Noreco for the injury suffered by the illegal sales of mobile homes.

I.

Plaintiff's damages are measured by the amount of its loss from Parksville's sale of mobile homes. See The Babee Tender Corporation v. Shanco Manufacturing Co. Inc., et al., 156 F. Supp. 582 (S.D.N.Y. 1957); Balko v. Local 281, [illegible] F. Supp. 172 (S.D.N.Y.), aff'd 438 F.2d 176 (2d Cir. 1969). This amount is computed by subtracting the expenses Rex-Noreco would have incurred in selling the units from the gross profits

which it would have made from the sales. In this case we know of no reason, and none has been suggested, why those profits would not be the same as Parksville's actual profits.

Parksville sold six units after the date of the injunction and received from these sales a gross profit of $11,689.00. However, according to the affidavit of Adam Filipowski, two of these units were contracted for sale prior to the date of the injunction. Because the injunction exempts from its terms,

> "performance of any contract for the sale of mobile homes made by defendants prior to the making of this order,"

the two sales are not in violation of the injunction. In addition, Rex-Noreco concedes that one of the units sold was a double-width mobile home, is not among the types of units it offers. Accordingly, the profit on that sale ought not be included in assessing plaintiff's damages. Therefore, it is excluded. The gross profits from the remaining three sales total $4,330.00.

According to the affidavits of Mark Salitan, President of Rex-Noreco, the costs which might be reasonably allocated to these sales consist of: (1) salesmen's commissions of $125. per sale; (2) delivery and set-up commissions to Ramad, Inc. of $300. per unit; and (3)

advertising in local newspapers and advertising throw-aways of approximately $600. per month. All the sales in question occurred during the month of August, 1974, and the total expenses for the three sales thus equals $1,875.00. ($125. x 3 = $375; $300. x 3 = $900; $375. + $900. + $600. = $1,875.) Subtracting this sum from Parksville's gross profits, the amount of loss Rex-Noreco suffered and therefore due to it from Parksville equals $2,455.00.

Parksville opposes the imposition of any fine because according to the Securities and Exchange Commission Report attached to Filipowski's affidavit, Rex-Noreco has operated at a loss in recent years. This fact is simply irrelevant to the determination of a fine for contempt. Losses sustained in operating other lots or even the lot in Loch Sheldrake have nothing to do with the issue here.

Defendant also contends that damages should not be assessed because Rex-Noreco's Loch Sheldrake operation "emphasized" the sale of used mobile homes, while Parksville sold only new ones. This claim is wholly without merit. Rex-Noreco sold new as well as used units and therefore suffered a loss from Parksville's business.

Submit order.

Dated: New York, New York
December 31, 1974.

MORRIS E. LASKER
U.S.D.J.

12-14 EV

AGREEMENT

AGREEMENT, made this 14th day of August 1970, by and between REX-NORECO, INC. (including any wholly or partially owned subsidiary or allied business venture in which Rex-Noreco has a substantial interest), having its offices and principal place of business at 616 Palisade Avenue, Englewood Cliffs, New Jersey, (hereinafter referred to as the "EMPLOYER"), and

Isidore Goldstein, ~~Sevan~~ Seven Springs Rd. Monroe, New York

residing at

(hereinafter referred to as the "EMPLOYEE");

W I T N E S S E T H:

1. In consideration of the same EMPLOYER hiring and employing said EMPLOYEE, the EMPLOYEE agrees to devote his entire time, skill, labor and attention to said employment, subject always to direction and control of the EMPLOYER, and to engage in such work and to perform such services at such times and places as the EMPLOYER may direct in connection with its business.

EXHIBIT "A"

In addition, the EMPLOYEE, during the term of this Agreement, shall not have a financial or beneficial interest in any business or enterprise engaged in the same or similar business to that of the EMPLOYER.

The EMPLOYEE shall transfer, set over and assign to the EMPLOYER, any and all inventions or improvements that EMPLOYEE may develop, make, invent, acquire or suggest during the term of such employment.

2. This Agreement shall be in effect for an indefinite period of time; provided, however, that the employment herein provided may be terminated by either party for cause at any time without notice, and by either party without cause on thirty (30) day written notice to the other as provided hereinafter. Termination of employment by either party, whether or not for cause, shall, however be subject to all terms of this Agreement including, but not limited to the terms of Paragraph 3 hereof with respect to the non-competition provision of this Agreement. In addition, upon

termination with or without cause the EMPLOYEE shall transfer, set over and assign to the EMPLOYER, all property of the EMPLOYER, including, but not limited to, any and all books, records and documents of any nature whatsoever, either belonging to or derived from the business, books, records, and documents of the EMPLOYER.

3. The EMPLOYEE agrees that on the termination of its employment, for any reason whatsoever, he will not for (2) two year (s) thereafter engage, either directly or indirectly, in any business or employment similar to or competitive with the business of the EMPLOYER, nor will he within said period of time divert or attempt to divert from the EMPLOYER, or any business or concern represented by it, any business whatsoever, particularly by influencing or attempting to influence any of the customers or business contacts of the EMPLOYER. The EMPLOYEE agrees to the foregoing covenants and restraints as to his activities upon the termination of his employment, recognizing the irreparable damage

which will or may result to the EMPLOYER in the event of a breach of these covenants and restraints. The EMPLOYEE further agrees that in the event of such breach, the EMPLOYER shall be entitled, in addition to any other remedies and damages available to it by law, to a preliminary restraint and temporary and permanent injunctions to restrain the violation by the EMPLOYEE of such covenants and restraints.

4. Any notice required or permitted to be given under thi Agreement, shall be in writing and shall be delivered either personally or by certified mail, return receipt requested, to the EMPLOYEE, or in the case of the EMPLOYER, to its principal place of business and to the attention of the President.

5. The failure of the EMPLOYER to enforce at any time or for any period of time, any one or more of the covenants and restrains of this Agreement shall not be deemed a waiver of the EMPLOYER'S rights to enforce each and every covenanant and restraint of this Agreement and should any portion of this Agreement, for any

reason, the waiver by either party of a breach of any provisions of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by such other party.

6. This Agreement shall be construed in accordance with the laws of the State of New Jersey. The parties consent to the jurisdiction of the courts of the State of New Jersey and to that end appoint and constitute Corporation Trust Company, Jersey City, New Jersey, as their respective agents for service of process and conferring of jurisdiction over the parties and subject matter of this Agreement. Such jurisdiction shall be deemed to include jurisdiction for preliminary restraints and injunctive relief.

7. Any agreement or arrangement whereunder the said EMPLOYEE has heretofore been employed by said EMPLOYER is cancelled, released and discharged as of this date.

REX-NORECO, INC.

By ______________________

MARK A. SALITAN, President

____

EMPLOYEE

215

I have read this Agreement and understand its terms, particularl

those provisions of Paragraph 3, pertaining to the non-competiti

provision hereof. I acknowledge receipt of a copy of this

Agreement.

EMPLOYEE

12-A

Rex-Noreco, Inc.

EXECUTIVE OFFICES
616 PALISADE AVENUE
ENGLEWOOD CLIFFS, NEW JERSEY 07632
TELEPHONE: (201) 5?7-8300

August 14, 1970

Mr. Isidore Goodstein
Little Britain Mobile Home Sales Inc.
Box 68
Rock Tavern, New York

Dear Izzy:

The Agreement that you signed with us on August 14, 1970 does not prevent you, should you leave our employ, from going into the mobile home sales business, providing the sales operation you might go into is located more than a two-hundred (200) mile radius from any of our existing sales locations or ones that we may open in the future.

Most cordially yours,

Mark A. Salitan

Mark A. Salitan
President

MAS:rr

ACCEPTED AND APPROVED by Isidore Goodstein

EXHIBIT "B"

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FINAL COPY - AMENDMENTS AT END

P Ex. 47

REX-NORECO, INC.

EMPLOYEES' PENSION PLAN AND TRUST

....

AGREEMENT AND DECLARATION OF TRUST dated February 1, 1968 by and between REX-NORECO, INC., a New Jersey corporation, having its executive offices at 616 Palisades Avenue, Englewood Cliffs, New Jersey, (hereinafter called the "Company") and MARK A. SALITAN, residing at 30 Lynn Drive, Englewood Cliffs, New Jersey, SAUL B. SCHNEIDER, residing at 2514 Harbor Lane, Bellmore, New York, and DANIEL MENDL, residing at 80 Watnong Lane, Morris Plains, New Jersey (hereinafter called "Trustees");

W I T N E S S E T H:

WHEREAS, the Company has adopted a Pension Plan embodied herein (hereinafter referred to as the "Plan") for the benefit of certain Employees of the Company who may participate therein, in accordance with the terms and provisions hereinafter set forth, and as part of such Plan, desires to create a Trust Fund for the exclusive benefit of such Employees to which Trust Fund it is intended that contributions will be made by the Company for the purpose of distributing to such Employees the principal and income of the Trust Fund accumulated by the Trustees in accordance with such Plan; and

WHEREAS, it is the intention of the Company that the Plan conform with and be subject to the requirements of the Internal Revenue Code of 1954 and the Rules and Regulations issued thereunder by the Commissioner of Internal Revenue and the Secretary of the Treasury of the United States; and

FIRST AMENDMENT

TO

THE REX-NORECO, INC.

EMPLOYEES' PENSION PLAN AND TRUST

Whereas Article XI of the Rex-Noreco, Inc. Employees' Pension Plan and Trust reserves to the Company the right to make amendments thereto, the Rex-Noreco, Inc. Employees' Pension Plan and Trust is hereby amended in the following respects:

Section 4.3 (C) is hereby amended by deleting all of such Section 4.3 (C) and substituting for the deleted language a new Section 4.3 (C) which after the amendment shall read as follows:

> "4.3 (C) Absence from service which is duly authorized by the Company, with or without pay, shall not be considered as a break in Continuous Service for the period during which such absence was authorized; leave of absence shall be granted in a non-discriminatory manner for reasons of health or education."

Section 10.2 entitled Discharge for Cause is hereby amended by deleting all of such Section 10.2 and substituting for the deleted language a new Section 10.2 which after the amendment shall read as follows:

> "10.2 Discharge for Cause. Any Member who is discharged from the employment of the Company for Cause shall lose and forfeit all of his rights in and to the benefits under the Plan. The words 'Discharge for Cause' shall be deemed to include those cases where a Member has been discharged for proven dishonesty, the commission of a felony, the commission of misdemeanor involving moral turpitude, engaging as a principal of a competitive business, or disclosing trade secrets to a competitor."

Section 12.3 entitled Termination of the Plan on Happening of Certain Events is hereby amended by adding to the end of such Section 12.3 a new sub-section (D) which shall read as follows:

"(D) The complete discontinuance of contributions by the Comapny under the Plan".

Article XIII entitled Termination of Trust during First Ten Years is hereby amended by deleting all of the present Article XIII and replacing it with a new Article XIII which after the Amendment shall read as follows:

ARTICLE XIII

Termination of Trust During First Ten Years

Notwithstanding any provisions in this Agreement to the contrary, during the first ten (10) years after the establishment of the Trust under the applicable Prior Plan, the benefits provided by the Company's contributions for any Members who are included in such applicable Prior Plan as of the date of its establishment will be subject to the conditions set forth in the following sub-divisions hereof:

1. The Benefits payable to any such Member or his Beneficiary shall not exceed the larger of $20,000, or 20% of the average regular annual compensation up to $50,000 of such Member multiplied by the number of years since the establishment of the Trust under the applicable Prior Plan for which the full contributions required by the Prior Plan had been made. If at the end of the first ten (10) years of the Company's participation in the Plan, the full contributions required by the Plan have not been made, these restrictions will continue to apply until the full amount of contributions cumulatively required by the Plan have been made.

2. In the event of termination of the Trust within ten (10) years after the establishment of the Trust under the applicable Prior Plan, any benefits in excess of those set forth above shall be apportioned ratably among the remaining Members.

3. The provisions of this Article shall not restri the payment of insurance, death or survivor's benefits o account of a deceased Member or the payment of full retirement income benefits to a Retired Member.

Section 16.11 entitled Loans is hereby amended by deleting the last sentence of such Section and substituting for the deleted language a new last sentence which after the amendment shall read as follows:

> "The Trustees may also loan money to others, including the Company, but such loans must bear interest at not less than the then prevailing Savings Bank rate and must be adequately secured."

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized officer as of this 28th day of June, 1968 and has caused its corporate seal to be affixed thereto.

REX-NORECO, INC.

BY [signature]
Mark A. Salitan, President

Treasury Department

District Director
Internal Revenue Service

Date: AUG 20 1968
In reply refer to: Au:R:P:CS

Rex-Noreco, Inc.
616 Palisades Ave.
Englewood Cliffs, N.J. 07632

Gentlemen:

Reference is made to certain amendments dated January 29, 1968 submitted with a request that they be considered in connection with the Pension Plan for the Employees of Rex Agency Corporation and the Pension Plan for the Employees of Noreco Plan Corporation. A request was also submitted for determination as to the qualified status of Rex-Noreco, Inc. Employees Pension Plan and Trust executed on February 1, 1968 which consolidated and amended the first two listed plans, and added Little Britain Mobile Home Sales, Inc. and Anderson Mobile Home Sales, Inc. as participating employers.

All of these documents have been considered together with an additional amendment dated June 28, 1968, and it is the opinion of this office that your prior plan and this plan, as amended, meet the requirements of Section 401(a) of the Internal Revenue Code, and that the trust established thereunder continues to be entitled to exemption under the provisions of Section 501(a) of the Code.

It is noted that your plan provides for the exclusion of employees who are covered by any other non-governmental retirement plan contributed to by the employer other than the Rex-Noreco, Inc. Employees' Profit-Sharing Plan. There are no such employees in your company who are excluded for this reason at the present time. However, elimination of such employees is a future possibility under your plan, and you are cautioned that the opinion expressed in this letter will no longer apply if such elimination results in plan coverage that discriminates in favor of employees who are officers, shareholders, persons whose principal duties consist in supervising the work of other employees, or highly compensated employees.

Final Copy - Amendments at end
Px 48

REX-NORECO, INC.

EMPLOYEES' PROFIT-SHARING PLAN AND TRUST

....

AGREEMENT AND DECLARATION OF TRUST dated February 1, 1968 by and between REX-NORECO, INC., a New Jersey corporation, having its executive offices at 616 Palisades Avenue, Englewood Cliffs, New Jersey, (hereinafter called the "Company") and MARK A. SALITAN, residing at 30 Lynn Drive, Englewood Cliffs, New Jersey, SAUL B. SCHNEIDER, residing at 2514 Harbor Lane, Bellmore, New York, and DANIEL MENDL, residing at 80 Watnong Lane, Morris Plains, New Jersey (hereinafter called "Trustees");

W I T N E S S E T H:

WHEREAS, the Company has adopted a Profit-Sharing Plan embodied herein (hereinafter referred to as the "Plan") for the benefit of certain Employees of the Company who may participate therein, in accordance with the terms and provisions hereinafter set forth, and as part of such Plan, desires to create a Trust Fund for the exclusive benefit of such Employees to which Trust Fund it is intended that contributions will be made by the Company for the purpose of distributing to such Employees the principal and income of the Trust Fund accumulated by the Trustees in accordance with such Plan; and

WHEREAS, it is the intention of the Company that the Plan conform with and be subject to the requirements of the Internal Revenue Code of 1954 and the Rules and Regulations

FIRST AMENDMENT

TO

THE REX-NORECO, INC.

EMPLOYEES' PROFIT-SHARING PLAN AND TRUST

Whereas Article XII of the Rex-Noreco, Inc. Employees' Profit Sharing Plan and Trust reserves to the Company the right to make amendments thereto, the Rex-Noreco, Inc. Employees' Profit-Sharing Plan and Trust is hereby amended in the following respects:

Section 4.3 (C) is hereby amended by deleting all of such Section 4.3 (C) and substituting for the deleted language a new Section 4.3 (C) which after the amendment shall read as follows:

> "4.3 (C) Absence from service which is duly authorized by the Company, with or without pay, shall not be considered as a break in Continuous Service for the period during which such absence was authorized; leave of absence shall be granted in a non-discriminatory manner for reasons of health or education."

Section 6.6 entitled Allocation of Income, Expenses and Losses is hereby amended by deleting the word "forfeitures" from line 9 of such Section 6.6.

Section 6.7 entitled Forfeitures is hereby amended by deleting the first sentence of such Section 6.7 and substituting for the deleted language a new first sentence which after the amendment shall read as follows:

> "The amount of any forfeitures, as provided in Sections 8.2 and 11.5 hereof, shall be debited to the accounts of the respective Members who are subject to such forfeitures, and shall be credited proportionately to the accounts of the remaining Members in proportion to the Company Contributions allocated to the accounts of such remaining Members during the Plan Year in which such forfeitures shall occur."

Section 11.2 entitled Discharge for Cause is hereby amended by deleting all of such Section 11.2 and substituting for the deleted language a new Section 11.2 which after the amendment shall read as follows:

> "11.2 Discharge for Cause. Any Member who is discharged from the employment of the Company for cause shall lose and forfeit all his rights in and to the benefits under the Plan. The words 'Discharge for Cause' shall be deemed to include those cases where a Member has been discharged for proven dishonesty, the commission of a felony, the commission of misdemeanor involving moral turpitude, engaging as a principal of a competitive business, or disclosing trade secrets to a competitor."

Section 13.3 entitled Termination of the Plan on Happening of Certain Events is hereby amended by adding to the end of such Section 13.3 a new sub-section (D) which shall read as follows:

> "(D) The complete discontinuance of contributions by the Company under the Plan".

Section 15.11 entitled Loans is hereby amended by deleting the last sentence of such Section and substituting for the deleted language a new last sentence which after the amendment shall read as follows:

> "The Trustees may also loan money to others, including the Company, but such loans must bear interest at not less than the then prevailing Savings Bank rate and must be adequately secured."

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized officer as of this 28th day of June, 1968 and has caused its corporate seal to be affixed thereto.

REX-NORECO, INC.

BY Mark A. Salitan

Mark A. Salitan, President

ary Department

District Director
Internal Revenue Service

Date: AUG 20 1968 In reply refer to: Au:R:P:CS

Rex-Noreco, Inc.
616 Palisades Ave.
Englewood, N.J. 07632

Gentlemen:

Reference is made to the Rex-Noreco, Inc. Employees' Profit-Sharing Plan and Trust executed on February 1, 1968 which consolidated and amended the Rex Agency Corp. Employees' Profit-Sharing Plan and Trust and the Noreco Plan Corp. Employees' Profit-Sharing Plan and Trust. The Rex-Noreco, Inc. Employees' Profit-Sharing Plan and Trust was submitted to this office with a request for determination as to its qualified status together with that of Little Britain Mobile Home Sales, Inc. and Anderson Mobile Home Sales, Inc. which adopted the plan and Trust.

Your plan has been considered together with additional amendments dated June 28, 1968 and it is the opinion of this office that your prior plans and this plan, as amended, meet the requirements of Section 401(a) of the Internal Revenue Code, and that the trust established thereunder continues to be entitled to exemption under the provisions of Section 501(a) of the Code.

It is noted that your plan provides for the exclusion of employees who are covered by any other non-governmental retirement plan contributed to by the employer other than the Rex-Noreco, Inc. Employees' Pension Plan. There are no such employees in your company who are excluded for this reason at the present time. However, elimination of such employees is a future possibility under your plan, and you are cautioned that the opinion expressed in this letter will no longer apply if such elimination results in plan coverage that discriminates in favor of employees who are officers, shareholders, persons whose principal duties consist in supervising the work of other employees, or highly compensated employees.

occur."

This determination is in accordance with the pertinent provisions of the Internal Revenue Code and is not a determination regarding the applicability of other Federal statutes.

This office is to be notified in the event of termination of the plan (or trust).

Very truly yours,

J. Robert Murphy

J. Robert Murphy
Acting District Director

occur."

REX-NORECO, INC. Exhibit A

AND SUBSIDIARY COMPANIES

CONSOLIDATED BALANCE SHEETS

[illegible]

ASSETS	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current Assets:							
Cash	1544943	179307	2138862	2462	128206		3994780
Certificates of Deposit	1400000	5565000	1700000	—	—		8665000
Receivables:							
Mobile home financing operations:							
Wholesale notes and loans	—	—	2843194	—	—		2843194
Retail installment notes	—	—	14420941	—	—		14420941
	—	—	17264135	—	—		17264135
Less: unearned finance charges	—	—	(4969147)	—	—		(4969147)
unearned insurance commissions	—	—	—	—	—	(3) 97643	(97643)
allowance for credit losses	—	—	(84321)	—	—		(84321)
	—	—	12210667	—	—		12113644
Other receivables	491381	47002	177140	32739	84373		832635
Net receivables	491381	47002	12387807	32739	84373		12945679
Due from subsidiary/affiliated companies	9680789	—	—	—	283555	(1) 9964344	—
Due from ceding insurance company	—	4731066	—	—	—		4731066
Inventory of mobile homes:							
New	—	—	—	—	61086		61086
Used	—	—	14312	—	605635		619947
Prepaid and deferred expenses	49239	853643	56192	—	1491	(5) (80942) 331196 23543	704313
Deferred taxes	516300	365076	73700	—	37600		992733
Total current assets	13706652	11741094	16375495	36201	1201946		32714604
Investments:							
Life insurance subsidiary	3545458	—	—	—	—	(2) 3545458	—
[illegible] (equity account)							
Wholly owned subsidiaries	2703865	—	—	—	—	(3) 2703865	—
[illegible]	6000	12931	—	—	—		18931
Less Allowance for [illegible] decline	—	(1635)	—	—	—		(1635)
Net investments	6255323	11296	—	—	—		17296
Fixed assets - net of $ 79,995 (52,565 / 1,835 / 25,595)							
Accumulated dep'n and amortization	32940	—	1785	—	27994		62719
Other assets and deferred charges:							
Restricted cash	—	—	925623	17319	—		942942
Less: Allowance for credit losses	—	—	(61294)	(5265)	—		(66559)
Allowance for refundable income	—	—	—	(7156)	—		(7156)
Net Restricted cash	—	—	864329	4898	—		869227
Dealers reserves and holdbacks	2544	—	—	—	56060		58604
MORTGAGES RECEIVABLE	404772	—	—	—	48000		452772
LAND	5754	—	—	410234	—		416046
Other	3175	—	—	—	1972		5147
Total Other Assets	416245	—	864329	418192	106032		1801998
Total assets	20411160	11752390	17273601	454393	1336172		34596617

Investment in Sub

STERLING 6/1/71 3175420

6mos PFT before

ADJ 370038

3545458

OTHER SUBS 2694627

6mos PFT 9238

2703865

228

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Exhibit A

REX-NORECO, INC.
AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE SHEETS
JANUARY 31, 1974

LIABILITIES AND STOCKHOLDERS' EQUITY	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current Liabilities:							
Notes and loans payable [illegible]	[illegible]	—	5000000	—	—		5400000
Premiums payable to insurance carriers	679937	—	—	—	—		679937
Expenses payable	138998	—	5810	—	8825		153633
Taxes payable other than federal income	628	—	33423	—	6715		40766
Dealers reserves and holdbacks	541754	—	509867	—	—		1051621
Other current liabilities	106026	3922	—	—	1700		111648
Life & A. & H. insurance UNEARNED PREMIUMS	—	7827[illegible]	—	—	—		7827244
Policy claims payable	—	375766	—	—	—		375766
Estimated Liability for Credit Losses	—	—	17079	—	—		17079
Estimated Liability for collection expense	251981	—	69388	1306	—		322675
Estimated Liability for refundable income	36694	—	57164	2833	23[illegible]		452610
Unearned insurance commissions	216905	—	—	—	—	① 97643	119[illegible]
Unearned finance charges	—	—	—	—	81788		81788
Unearned endorsement fees	—	—	258670	—	—		258670
Federal income taxes payable	—	—	26367	7516	—		33883
Deferred taxes	—	—	—	23543	—	④ 23543	—
Due to subsidiary/affiliated companies	—	—	9410610	85106	428628	② 9924344	—
MORTGAGES PAYABLE	—		—	220313	—		220313
TOTAL CURRENT LIABILITIES	2705264	8206932	15425378	340617	551314		17146975
~~Minority Interest (Equity Income)~~							
Stockholders' Equity:							
Common stock issued and outstanding	268064	100000	1500000	1000	850000	⑤ 100000 ⑥ 2351000	268064
Paid-in surplus	13085622	256127		—	—	⑤ 256147	13085622
Retained earnings	[illegible]	[illegible]	[illegible]	112776	(65142)	③ 242446 35[illegible]865 9818 ⑤ 3189311	4095956
TOTAL STOCKHOLDERS' EQUITY	17705596	3548458	18[illegible]23	113776	784858		17449642
Total liabilities and stockholders' equity	25411160	11752390	[illegible]2360	[illegible]	[illegible]		34596617

Surplus	
PER G/L	3897118
ADJ	1
8/1/73 ADJ *	3897119
STERLING PFT	370038
[illegible] PFT	4438
REX PFT	80815
SURPLUS BEFORE INT. ADJ	4352410

* Above 3897119
Less Rex def.
[illegible]
7/31/73 345,574
24% 78136
[illegible] 36[illegible]683

Exhibit A-1

PEX-NOPECO, INC.

SALES AND RENTAL GROUP

CONSOLIDATED BALANCE SHEET

JANUARY 31, 197[illegible]

	~~Ellenville Mobile Home Sales, Inc.~~	Loch Sheldrake Mobile Home Sales, Inc.	Wilson Mobile Home Sales, Inc.	Jacksonville Mobile Home Sales, Inc.	Dover Mobile Home Sales, Inc.	~~Little Britain Estates (Division)~~	TOTAL
ASSETS							
Current Assets:							
Cash		31412	24221	[illegible]	52643		1[illegible]36
Certificates of Deposit		—	—	—	—		—
Accounts Receivable		22210	17275	4847	40041		84373
~~Due from affiliated companies~~		28039	—	[illegible]5516	—		28555
Inventory of mobile homes:		—	61086	—	—		61086
New		88341	166424	41287	309583		605635
Used		593	501	—	397		1491
Prepaid expenses		1600	10200	12500	13300		37600
Deferred taxes							
Total Current Assets		172195	289707	324080	415964		1201946
Fixed Assets, net of $ 24365 Accumulated dep'n and amortization		—	3690	10053	14251		27994
Other assets							
Dealers reserves and holdbacks		17518	1614[illegible]	0426	12171		56260
Other		—	200	700	1072		1972
MORTGAGE RECEIVABLE		45000	—	—	—		[illegible]
Total Assets		237713	30974[illegible]	515259	443458		1336172
Liabilities and stockholders' equity							
Current Liabilities							
~~Notes and loans payable to banks~~							
Expenses payable		2462	2397	—	2966		8825
~~Taxes payable other than fed'l income tax~~		212	4[illegible]	—	5064		1715
Estimated liability for refundable income		619	195[illegible]	6886	14195		23658
Federal income tax payable		—		—	—		—
Other current liabilities		—	[illegible]	—	—		1700
Due to affiliated companies		—	4525[illegible]	—	383369		428628
~~Unearned interest participation~~		3129	1934[illegible]	9047	29662		81788
Total Liabilities		8022	71101	15935	436256		551314
~~Little Britain Estates (Equity Account)~~							
Stockholders' Equity							
Capital stock		215000	300000	[illegible]5000	50000		850000
Retained earnings		14691	(6,13[illegible])	24324	(42798)		(65142)
Total Stockholders' Equity		229691	2386[illegible]	[illegible]9324	7202		784858
Total Liabilities and Stockholders' Equity		237713	309[illegible]	[illegible]5259	443458		1336172

Fixed assets side calculation: 3790 / [illegible]18 / 11[illegible]645

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REX-NORECO, INC. Exhibit A

AND SUBSIDIARY COMPANIES

CONSOLIDATED BALANCE SHEETS

January [illegible]

ASSETS	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit B-1)	Eliminations	Total	Investment in Subs	
Current Assets:									
Cash	1544943	179307	2138862	3462	128206		3994780	STERLING 6/1/73	3175420
Certificates of Deposit	1400000	5565000	1700000	—	—		8665000	6 mos PFT before	
Receivables:								6 mos ADJ	370038
Mobile home financing operations:									3545458
Wholesale notes and loans	—	—	2843194	—	—		2843194		
Retail installment notes	—	—	14420941	—	—		14420941		
	—	—	17264135	—	—		17264135		
Less: unearned finance charges	—	—	(4969147)	—	—		(4969147)		
unearned insurance commissions	—	—	—	—	—	(9) 97643	(97643)		
allowance for credit losses	—	—	(84321)	—	—		(84321)	Other subs	2694627
	—	—	12210668	—	—		12113044	6 mos PFT	28738
Other receivables	491381	4700	177140	32739	84373		832135		2723365
Net receivables	491381	4700	12387807	32739	84373		12945679		
Due from subsidiary/affiliated companies	9680789	—	—	—	283555	(1) 9964344	—		
Due from ceding insurance company	—	4731066	—	—	—		4731066		
Inventory of mobile homes:									
New	—	—	—	—	61086		61086		
Used	—	—	14312	—	605635		619947		
Prepaid and deferred expenses	49239	853643	56194	—	1491	(5) (6) (80922) (357176) 23543	704313		
Deferred taxes	560300	365076	77300	—	37600		992733		
Total current assets	13706652	11741094	16372495	36201	1201946		32714604		
Investments:									
Life insurance subsidiary	3545458	—	—	—	—	(2) 3545458	—		
~~Little Britain Estates (equity account)~~									
Wholly owned subsidiaries	2703865	—	—	—	—	(1) 2703865	—		
Marketable securities - at cost	6000	12931	—	—	—		18931		
Less: Allowance for market decline	—	(1635)	—	—	—		(1635)		
Net investments	6255323	11296	—	—	—		17296		
Fixed assets - net of $ 73,995 (24663 / 1854 / 47478)									
Accumulated dep'n and amortization	32940	—	1785	—	27994		62719		
Other assets and deferred charges:									
Restricted cash	—	—	925623	17319	—		942942		
Less: Allowance for credit losses	—	—	(62294)	(4265)	—		(66559)		
Allowance for refundable income	—	—	—	(7156)	—		(7156)		
Net Restricted cash	—	—	863349	5898	—		869227		
Dealers reserves and holdbacks	2544	—	—	—	56260		58804		
MORTGAGES RECEIVABLE	404772	—	—	—	48000		452772		
~~Cash surrender value life insurance~~ LAND	5754	—	—	410294			416048		
Other	3175	—	—	—	1972		5147		
Total Other Assets	416245	—	863349	418192	106234		1801998		
Total assets	24111160	11752390	17237361	484393	1336172		34596617		

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Exhibit A

REX-NORECO, INC.
AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE [illegible]
JANUARY 31, 1974

LIABILITIES AND STOCKHOLDERS' EQUITY	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit B-1)	Eliminations	Total
Current Liabilities:							
Notes and Loans payable to banks	400000	—	5000000	—	—		5400000
Premiums payable to insurance carriers	679937	—	—	—	—		679937
Expenses payable	138998	—	5810	—	8825		153633
Taxes payable other than federal income	628	—	33423	—	6715		40766
Dealers reserves and holdbacks	541754	—	509867	—	—		1051621
Other current liabilities	106026	3922	—	—	1700		111648
Life & A. & H. insurance UNEARNED PREMIUMS	—	7827244	—	—	—		7827244
Policy claims payable	—	375766	—	—	—		375766
Estimated Liability for Credit Losses	—	—	17079	—	—		17079
Estimated Liability for collection expense	251981	—	69388	1306	—		322675
Estimated Liability for refundable income	368955	—	57164	2833	23658		452610
Unearned insurance commissions	216985	—	—	—	—	(1) 97643	119342
Unearned finance charges	—	—	—	—	81788		81788
Unearned endorsement fees	—	—	258670	—	—		258670
Federal income taxes payable	—	—	26367	7516	—		33883
Deferred taxes	—	—	—	23543	—	(4) 23543	—
Due to subsidiary/affiliated companies	—	—	9450610	85106	428628	(2) 9964344	—
MORTGAGES PAYABLE	--	—	—	220313	—		220313
TOTAL CURRENT LIABILITIES	2705264	8206932	15425378	340617	551314		17146975
~~(Equity account)~~							
Stockholders' Equity:							
Common stock issued and outstanding	268064	100000	1500000	1000	850000	(5) 100000 (6) 2351000	268064
Paid-in surplus	13085622	256147	—	—	—	(8) 256147	13085622
Retained earnings	4352210	3189311	305231	112776	(65142)	(9) 227436 / 352865 / 8818 / 3189311	4095956
TOTAL STOCKHOLDERS' EQUITY	17705896	3545458	1805231	113776	784858		17449642
Total liabilities and stockholders' equity	20411160	11752390	1[illegible]2360[illegible]	[illegible]	1336172		34596617

SURPLUS	
PER G/L	3897118
ADJ	1
8/1/73 ADJ *	3897119
STERLING PFT	370038
OTHER SUBS PFT	4238
REX PFT	80815
SURPLUS PER FIN. STMTS. ADJ	4352210

* Above	3897119
LESS: KEY DEF.	
ADJ	
7/31/73 325,574	
24% 78138	227436
Reserved Deficit	3669683

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Exhibit A-1

PEX-HOPECO, INC.

SALES AND RENTAL GROUP

CONSOLIDATED BALANCE SHEET

January 31, 19[illegible]

	~~Ellenville Mobile Home Sales, Inc.~~	Loch Sheldrake Mobile Home Sales, Inc.	Wilson Mobile Home Sales, Inc.	Jacksonville Mobile Home Sales, Inc.	Dover Mobile Home Sales, Inc.	~~Little Britain Estates (Division)~~	TOTAL
ASSETS							
Current Assets:							
Cash		31412	34221	[illegible]	52643		122036
Certificates of Deposit		—	—	—	—		—
Accounts Receivable		22210	17275	4847	40041		84373
~~Due from affiliated companies~~		28039	—	55516	—		83555
Inventory of mobile homes:							
New		—	61086	—	—		61086
Used		88341	166424	41287	309583		605635
Prepaid expenses		593	501	—	397		1491
Deferred taxes		1600	10200	12500	13300		37600
Total Current Assets		172195	284707	324080	415964		1201946
Fixed Assets, net of $ 24365 Accumulated dep'n and amortization		—	3690	10053	14251		27994
Other assets							
Dealers reserves and holdbacks		17518	16145	8426	12171		56260
other		—	200	700	1072		1972
Mortgage receivable		48000	—	—	—		48000
Total Assets		237713	309722	345259	443458		1336172
Liabilities and stockholders' equity							
Current Liabilities							
~~Notes and loans payable to banks~~							
Expenses payable		2462	2397	—	3966		8825
Taxes payable other than fed'l income tax		1212	[illegible]	—	5062		6715
Estimated liability for refundable income		619	1955	6886	14195		23655
Federal income tax payable		—	—	—	—		—
Other current liabilities		—	1700	—	—		1700
Due to affiliated companies		—	[illegible]	—	383269		428268
Unearned interest participation		3129	19347	[illegible]	29662		81788
Total Liabilities		8022	71101	15935	436256		551314
~~Little Britain Estates (Equity Account)~~							
Stockholders' Equity							
Capital stock		215000	300000	285000	50000		850000
Retained earnings		14691	(6135)	34324	(42798)		(65142)
Total Stockholders' Equity		229691	[illegible]	319324	7202		784858
Total Liabilities and Stockholders' Equity		237713	309722	345259	443458		1336172

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Prepared By
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REX-NORECO, INC. Exhibit A

AND SUBSIDIARY COMPANIES

CONSOLIDATED BALANCE SHEETS

ASSETS	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current Assets:							
Cash	1646935	385763	2256142	1124	204602		[illegible]
Certificates of Deposit	—	5375355	5050000	—	—		10425000
Receivables:							
Mobile home financing operations:							
Wholesale notes and loans	—	—	2924384	—	—		2924384
Retail installment notes	—	—	13634816	—	—		13634816
	—	—	16559200	—	—		16559200
Less: unearned finance charges	—	—	(4753764)	—	—		(4753764)
unearned insurance commissions	—	—	—	—	—	(-) 126103	(126103)
allowance for credit losses	—	—	(80866)	—	—		(80866)
	—	—	11724570	—	—		11598467
Other receivables	1080611	166143	288833	47562	88271		1671437
Net receivables	1080611	166143	12013403	47562	88271		13269904
Due from subsidiary/affiliated companies	10170729	—	—	—	234325	(1) 10405054	—
Due from ceding insurance company	—	3643007	—	—	—		3643007
Inventory of mobile homes:							
New	—	—	—	—	18467		18467
Used	7887	—	14314	—	591101		613302
Prepaid and deferred expenses	51441	878574	[illegible]		1053	(2) 246258 (84131)	333645
Deferred taxes	577800	381961	[illegible]	—	[illegible]	(4) 306444	1153766
Total current assets	13745403	10553412	19484542	48706	1238419		34442155
Investments:							
Life insurance subsidiary	3382097	—		—	—	(3) 3382097	—
~~Little Britain Homes (equity account)~~				—	—		
Wholly owned subsidiaries	2720711	—		—	—	(3) 2720711	—
Marketable securities - at cost	6000	11993		—	—		17993
		—		—			—
Net investments	6108808	11993		—	—		17993
Fixed assets - net of $ 72527 Accumulated dep'n and amortization	39904	—	1882	—	29664		71446
Other assets and deferred charges:							
Restricted cash	—	—	1091426	34067	—		1125453
Less: Allowance for credit losses	—	—	(66331)	([illegible])	—		([illegible])
Allowance for refundable income	—	—	—	(1442)	—		([illegible])
Net Restricted cash	—	—	1024501	[illegible]	—		1047556
Dealers reserves and holdbacks	37004	—	—	—	86446		123450
MORTGAGE RECEIVABLE	390030	—	—	—	48000		440030
~~Cash surrender value life insurance~~	2311	—	—	[illegible]	2271		[illegible]
LAND / Other	3175	—	—	—			
Total Other Assets	437490	—	1024501	[illegible]	136517		1822677
Total assets	24331608	10564455	20510143	[illegible]	1404173		36154951

INVESTMENT IN SUBS

STERLING 3/1	[illegible]
INCOME [illegible]	150 [illegible]
	[illegible]
STERLING 3/1	2699607
INCREASED [illegible]	([illegible])
	2720711
[illegible] 3/1	[illegible]
[illegible]	
[illegible]	(1016790)
	3[illegible]
INCOME TO [illegible]	
[illegible]	[illegible]
NET WORTH 3/1	3382097
DEFERRED [illegible]	

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Exhibit A

REX-NORECO, INC.

AND SUBSIDIARY COMPANIES

CONSOLIDATED BALANCE SHEETS

LIABILITIES AND STOCKHOLDERS' EQUITY	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current liabilities:							
Notes and loans payable to banks	550000	—	[illegible]	—	—		[illegible]
Premiums payable to insurance carriers	511164	—	—	—	—		[illegible]
Expenses payable	155513	—	2677	—	15443		173633
Taxes payable other than federal income	273	—	25828	100	9610		35771
Dealers reserves and holdbacks	441561	—	701095	—	—		1147656
Other current liabilities	221191	1844	145977	55000	1845		345835
Life & A. & H. insurance UNEARNED PREMIUMS	—	6875753	—	—	—		6875753
Policy claims payable	—	280947	—	—	—		280947
Estimated Liability for Credit Losses	—	—	18080	—	—		18080
Estimated Liability for collection expense	260498	—	[illegible]	1640	—		347271
Estimated Liability for refundable income	398408	—	57792	[illegible]	33894		492974
Unearned insurance commissions	296712	—	—	—	—	(2) 126103	170609
Unearned finance charges	—	—	—	—	85763		85763
Unearned endorsement fees	—	—	277727	—	—		277727
Federal income taxes payable	37543	21859	[illegible]	—	13600		89266
Deferred taxes	—	—	—	30644	—	(5) 30644	—
Due to subsidiary/affiliated companies	—	—	9905432	69473	4301469	(1) 10405[illegible]	—
TOTAL CURRENT LIABILITIES	2820910	7180361	18717894	159973	539704		189[illegible]
Minority Interest (Equity Account)							
Stockholders' Equity:							
Common stock issued and outstanding	268664	100000	[illegible]	1000	850000	[illegible]	268664
[illegible]	[illegible]	[illegible]	—	—	—	[illegible]	1805544
Retained earnings	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL STOCKHOLDERS' EQUITY	17510693	[illegible]	[illegible]	[illegible]	[illegible]		17047514
Total liabilities and stockholders' equity	20331603	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]

Handwritten notes (right margin): (1510990) · 3697115 · 4144681 · −157007 · 263179 · 2613556 · (447436)

Prepared by
Approved by

PEX-NORECO, INC. — Exhibit A-1

SALES AND RENTAL GROUP

CONSOLIDATED BALANCE SHEET

ASSETS	[illegible] Mobile Home Sales, Inc.	Loch Sheldrake Mobile Home Sales, Inc.	Wilson Mobile Home Sales, Inc.	Jacksonville Mobile Home Sales, Inc.	Dover Mobile Home Sales, Inc.	[illegible] (Division)	TOTAL
Current Assets:							
Cash		91536	[illegible]	[illegible]	[illegible]		[illegible]
Certificates of Deposit		—	—	—	—		—
Accounts Receivable		14443	18456	13846	45446		[illegible]
Due from affiliated companies		—	—	224205	—		[illegible]
Inventory of mobile homes:							
New		—	65467	—	—		65467
Used		75547	141830	44457	[illegible]		591101
Prepaid expenses		493	433	—	127		1053
Deferred taxes		4100	[illegible]	[illegible]	[illegible]		[illegible]
Total Current Assets		188699	481447	318846	450727		1438019
Fixed Assets, net of $ ___							
Accumulated dep'n and amortization		—	[illegible]	10407	14573		[illegible]
Other assets							
Dealers reserves and holdbacks		53408	14034	[illegible]	14558		86446
other		—	200	758	1113		2071
MORTGAGE RECEIVABLE		48003	—	—	—		48003
Total Assets		270037	498745	[illegible]	481271		1404180
Liabilities and stockholders' equity							
Current Liabilities							
Notes and loans payable to banks							
Expenses payable		2450	5372	—	[illegible]		15462
Taxes payable other than fed'l income tax		959	[illegible]	—	[illegible]		[illegible]
Estimated liability for refundable income		1549	[illegible]	14149	[illegible]		[illegible]
		—	—	—	[illegible]		13600
Other current liabilities							[illegible]
Due to affiliated companies		[illegible]	[illegible]	—	[illegible]		[illegible]
Unearned interest participation		[illegible]	[illegible]	21404	[illegible]		[illegible]
Total Liabilities		36178	[illegible]	[illegible]	[illegible]		[illegible]
Little Britain Estates (Equity Account)							
Stockholders' Equity							
Capital stock		[illegible]	[illegible]	[illegible]	[illegible]		[illegible]
Retained earnings		[illegible]	([illegible])	[illegible]	[illegible]		([illegible])
Total Stockholders' Equity		[illegible]	[illegible]	[illegible]	[illegible]		814071
Total Liabilities and Stockholders' Equity		270037	[illegible]	[illegible]	481271		[illegible]

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REX-NORECO, INC. Exhibit A

AND SUBSIDIARY COMPANIES

CONSOLIDATED BALANCE SHEETS

ASSETS	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current Assets:							
Cash	1626935	365752	2286124	1124	204602		4751246
Certificates of Deposit	—	5375000	5050000	—	—		10425000
Receivables:							
Mobile home financing operations							
Wholesale notes and loans	—	—	2924384	—	—		2924384
Retail installment notes	—	—	13634816	—	—		13634816
	—	—	16559200	—	—		16559200
Less: unearned finance charges	—	—	(4753764)	—	—		(4753764)
unearned insurance commissions	—	—	—	—	—	(1) 126103	(126103)
allowance for credit losses	—	—	(80866)	—	—		(80866)
	—	—	11724570	—	—		11598467
Other receivables	1080611	166140	328833	47564	88271		1671437
Net receivables	1083611	166140	12053403	47564	88271		13269904
Due from subsidiary/affiliated companies	10170729	—	—	—	234325	(1) 10405054	—
Due from ceding insurance company	—	3643007	—	—	—		3643007
Inventory of mobile homes:							
New	—	—	—	—	18467		18467
Used	7887	—	14312	—	39131		61330
Prepaid and deferred expenses	51441	878574	48242		1053	(2) 346285	633245
Deferred taxes	597800	381961	71300	—	50400	(2) (94757) 306446	1153746
Total current assets	13745403	10550425	19484520	48701	1238019		34442155
Investments:							
Life insurance subsidiary	3382097	—		—	—	(3) 3382097	—
~~Little Britain Estates (equity account)~~				—	—		
Wholly owned subsidiaries	2720711	—		—	—	(3) 2720711	—
Marketable securities at cost	6000	11993		—	—		17993
Less: Allowance for market decline	—	—					—
Net investments	6108808	11993		—	—		17993
Fixed assets - net of $ 75527 Accumulated dep'n and amortization	39902	—	1880	—	27644		71426
Other assets and deferred charges:							
Restricted cash	—	—	1091426	34067	—		1125493
Less: Allowance for credit losses	—	—	(66255)	(4700)	—		(70955)
Allowance for refundable income	—	—	—	(7440)	—		(7440)
Net Restricted cash	—	—	1025171	22385	—		1047556
Dealers reserves and holdbacks	37004	—	—	—	86446		123450
Mortgage receivable	392030	—	—	—	48000		440030
~~Cash surrender value life insurance~~	5311	—	—	31614			26125
Land	3175	—	—		2071		5246
Other							
Total Other Assets	437490	—	1025171	54099	136517		1822677
Total assets	20331607	10564453	20510743	102855	1404175		36152251

INVESTMENT IN SUBS

Sterling S/E	4132210
Income [illegible]	150 —
	4283104
Other S/E	2699607
Income to 10/3	(21029)
	2720711
Sterling S/E	4192213
To Assets Sell Earnings	(1016780)
	3175443
Income to [illegible] (Adj)	206177
Net worth 1/1	3352097
Before [illegible]	

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Prepared By
Approved By

Exhibit A

REX-NORECO, INC.
AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE SHEETS

LIABILITIES AND STOCKHOLDERS' EQUITY	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current Liabilities:							
Notes and Loans payable to banks	550000	—	[illegible]	—	—		5850000
Premiums payable to insurance carriers	551614	—	—	—	—		551614
Expenses payable	150513	—	4677	—	15443		170633
Taxes payable other than federal income	272	—	45808	100	9610		55791
Dealers reserves and holdbacks	446561	—	701095	—	—		1147656
Other current liabilities	121191	1844	165977	55000	1845		345835
Life & A. & H. insurance UNEARNED PREMIUMS	—	6875753	—	—	—		6875753
Policy claims payable	—	480947	—	—	—		465927
Estimated Liability for Credit Losses	—	—	15080	—	—		15086
Estimated Liability for collection expense	260498	—	[illegible]	1640	—		347471
Estimated Liability for refundable income	398008	—	57934	3130	33894		492974
Unearned insurance commissions	296712	—	—	—	—	(2) 126103	170609
Unearned finance charges	—	—	—	—	85363		85363
Unearned endorsement fees	—	—	279959	—	—		279959
Federal income taxes payable	38543	21859	[illegible]	—	13600		89266
Deferred taxes	—	—	—	30644	—	(4) 30644	—
Due to subsidiary/affiliated companies	—	—	9905453	69473	433147	(1) 10405054	—
TOTAL CURRENT LIABILITIES	2840910	7180361	18717874	159973	589904		18[illegible]
~~[illegible] (Equity Account)~~							
Stockholders' Equity:							
Common stock issued and outstanding	268664	100000	[illegible]	1000	350000	[illegible]	268664
Paid-in surplus	13085644	456147	—	—	—	456147	13085644
Retained earnings	4157007	[illegible]	[illegible]	111554	(35744)	[illegible]	3993868
TOTAL STOCKHOLDERS' EQUITY	17510693	[illegible]	[illegible]	114554	[illegible]		17447514
Total liabilities and stockholders' equity	20351603	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]

Handwritten notes (right margin):
4913[illegible]
(1216790)
3697115
3867.17
414881
4157007
263175
3573558
3697115
(247436)
3[illegible]

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REX-NORECO, INC.

Exhibit A-1

SALES AND RENTAL GROUP

CONSOLIDATED BALANCE SHEET

ASSETS	~~Elkinsville Mobile Home Sales, Inc.~~	Loch Sheldrake Mobile Home Sales, Inc.	Wilson Mobile Home Sales, Inc.	Jacksonville Mobile Home Sales, Inc.	Dover Mobile Home Sales, Inc.	~~Little Britain Estates (Division)~~	TOTAL
Current Assets:							
Cash		31436	[illegible]	[illegible]	[illegible]		[illegible]
Certificates of Deposit		—	—	—	—		—
Accounts Receivable		14443	18256	10346	45226		[illegible]
Due from affiliated companies		—	—	234325	—		[illegible]
Inventory of mobile homes:							
New		—	68467	—	—		68467
Used		79547	[illegible]	41287	247437		591101
Prepaid expenses		493	433	—	127		1053
Deferred taxes		[illegible]	[illegible]	[illegible]	23200		50200
Total Current Assets		188699	280447	318846	450727		1238019
Fixed Assets, net of $ [illegible] Accumulated dep'n and amortization		—	[illegible]	10407	14873		29604
Other assets							
Dealers reserves and holdbacks		33908	14034	22443	14558		86446
other		—	200	758	1113		2071
MORTGAGE RECEIVABLE		48000	—	—	—		48000
Total Assets		270007	298945	353557	481271		1404180
Liabilities and stockholders' equity							
Current Liabilities							
~~Notes and loans payable to banks~~							
~~Expenses payable~~		2750	5272	—	7421		15443
~~Taxes payable other than fed'l income tax~~		759	[illegible]	—	7845		9610
Estimated liability for refundable income		1549	644	14129	12073		33894
Federal Income tax payable		—	—	—	13600		13600
~~Other current liabilities~~		500	—	616	735		1848
~~Due to affiliated companies~~		22541	16092	—	327516		430149
~~Unearned interest participation~~		7749	[illegible]	21204	24835		85263
Total Liabilities		36178	48499	41943	459255		587904
~~Little Britain Estates (Equity Account)~~							
Stockholders' Equity							
Capital stock		[illegible]	[illegible]	[illegible]	[illegible]		850000
Retained earnings		18622	(43551)	[illegible]	[illegible]		([illegible])
~~Total Stockholders' Equity~~		233849	250447	[illegible]	21956		814278
Total Liabilities and Stockholders' Equity		270007	298945	[illegible]	481271		1404180

Exhibit A

REX-NORECO, INC.
AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE SHEETS
July 31, 1973

ASSETS	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current assets:							
Cash	1808776	159086	2493143	3775	196542		4661322
Certificates of Deposit	—	5070000	4900000	—	150000		10120000
Receivables:							
Mobile home financing operations:	—	—	2938463	—	—		2938463
Wholesale notes and loans	—	—	8609457	—	—		8609457
Retail installment notes	—	—	11547920	—	—		11547920
Less: unearned finance charges	—	—	(2940014)	—	—		(2940014)
unearned insurance commissions	—	—	—	—	—	③ (74450)	(74450)
allowance for credit losses	—	—	(67283)	—	—		(67283)
	—	—	8538640	—	—		8464173
Other receivables	1005362	55436	1041195	3933	146672	① 14604	2583363
Net receivables	1005362	55436	9580579	3733	146672		11047536
Due from subsidiary/affiliated companies	8090387	—	—	—	319422	① (18506) ② (8391303)	—
Due from ceding insurance company	—	3535252	—	—	—		3535252
Inventory of mobile homes:							
New	—	—	—	—	35955		35955
Used	23761	—	143[illegible]	—	696646		[illegible]
Prepaid and deferred expenses	52643	546[illegible]	39844	—	958	⑤ (245514)	595763
Deferred taxes	649000	346347	73800	—	55700	⑦ (24244) 78138	1143743
Total current assets	11606929	9993013	17381677	43107	1601897		31880290
Investments:							
Life insurance subsidiary	4192210	—		—	—	⑥ (3175480) ⑥ (1016730)	—
Division contra accounts	714[illegible]	—		—	—	(714007)	—
Wholly owned subsidiaries	2699627	—		—	—	(2699627)	—
Marketable securities - at cost	4441632	12731		7173	—		4554736
Less: Allowance for market decline	(3384723)	(938)		(1170)	—		(3385571)
Net investments	8745715	11993		17303	—		1169165
Fixed assets - net of $ 76600 accumulated dep'n and amortization	39646	—	1974	—	31457		73077
Other assets and deferred charges:							
Restricted cash	—	—	986308	[illegible]	—		[illegible]467
Less: Allowance for credit losses	—	—	(62193)	[illegible]	—		(67331)
Allowance for refundable income	—	—	—	[illegible]	—		(7575)
Net Restricted cash	—	—	924115	[illegible]	—		945563
Installment receivables	—	—	—	—	440000		440000
Dealers reserves and holdbacks	11410	—	—	[illegible]	91772		103282
Land	—	—	—	—	—		—
Cash surrender value - life insurance	—	—	—		—		—
Other	675	—	—		4645		5320
Total Other Assets	12085	—	924115	[illegible]	336437		1646792
Total assets	20404375	10005006	18307768	[illegible]	2167791		34769344

INVEST IN SUBS.

STERLING per T/B 3734495
FIT 457715
4192210

OTHER SUBS
PER T/B 2541177
INCOME 16983
(172950)
14421
ADJ 2699627

DIVISION CONTRA A/C
PER T/B 541,057
INCOME 172950
714009

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Prepared by
Approved by

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Exhibit A

REX-NORECO, INC.

AND SUBSIDIARY COMPANIES

CONSOLIDATED BALANCE SHEETS

July 31, [illegible]

LIABILITIES AND STOCKHOLDERS' EQUITY	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	[illegible] Service [illegible], Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current Liabilities:							
Notes and loans payable to banks	—	—	7500000	—	—		7500000
Premiums payable to insurance carriers	426111	—	—	—	—		426111
Expenses payable	239048	—	11447	—	18879		269155
Taxes payable other than federal income	1311	—	19095	590	8379		29375
Dealers reserves and holdbacks	385715	—	67378[illegible]	—	—		1059703
Other current liabilities	147345	4437	7447	52000	1251		215478
Life & A. & H. insurance unearned premiums	—	6561464	—	—	—		6561464
Policy claims payable	—	263685	—	—	—		263685
Estimated Liability for Credit Losses	—	—	18977	—	—		18977
Estimated Liability for collection expense	260498	—	70045	2055	—		332598
Estimated Liability for refundable income	434063	—	63517	3210	45714		546506
Unearned insurance commissions	242509	—	—	—	—	① (74450)	168059
Unearned finance charges	—	—	—	—	69136		69136
Unearned endorsement fees	—	—	305908	—	—		305908
Federal income taxes payable	—	—	—	—	3896	② (3896)	—
Deferred taxes	—	—	—	29244	—	③ (29244)	—
Due to subsidiary/affiliated companies	—	—	7860224	32473	498614	① (8391309)	—
TOTAL CURRENT LIABILITIES	2136780	6829586	16530147	124574	645869		17765955
~~[illegible] (Equity account)~~ Divisional control accounts	—	—	—	—	714009	④ (714009)	—
Stockholders' Equity:							
Common stock issued and outstanding	268064	100000	1500000	1000	850000	⑤ {100000 / 2351000}	268064
Paid-in [illegible]	[illegible]	256147	—			[illegible]	[illegible]
Retained earnings	[illegible]	[illegible]		110333	([illegible])	[illegible] / ④ (256147)	[illegible]
TOTAL STOCKHOLDERS' EQUITY	18267595	3175440	1777721	111	807918		17603369
Total liabilities and stockholders' equity	[illegible]	10005006	18307768	[illegible]	2161711		34761326

Surplus

A-S	3869911
Rex T/B	16957
Net inc of Sub adjustment	2401
less o/s receivable	(3186140)
Rex-Noreco [illegible]	4654194
	259715
Sterling [illegible]	4913909

PEX-MORECO, INC. Exhibit A-1

SALES AND RENTAL GROUP

CONSOLIDATED BALANCE SHEET

ASSETS	Ellenville Mobile Home Sales, (Division)	Loch Sheldrake Mobile Home Sales, Inc.	Wilson Mobile Home Sales, Inc.	Jacksonville Mobile Home Sales, Inc.	Dover Mobile Home Sales, Inc.	Little Britain Estates (Division)	TOTAL
Current Assets:							
Cash	[illegible]	42170	[illegible]	59721	31997	[illegible]	136544
Certificates of Deposit	—	—	—	—	—	150000	150000
Accounts Receivable	18003	26416	34530	342	64458	29425	146674
Due from affiliated companies	98752	22587	—	198083	—	—	319422
Inventory of mobile homes:							
New	—	—	35755	—	—	—	35755
Used	—	68044	262422	47627	318493	—	696646
Prepaid expenses	—	493	433	—	32	—	958
Deferred taxes	9560	14600	11300	19000	13300	—	55700
Total Current Assets	[illegible]	[illegible]	366954	324843	428280	164954	1601877
Fixed Assets, net of $ 49,749 Accumulated dep'n and amortization	—	—	5036	14761	15658	—	31457
Other assets							
Dealers reserves and holdbacks	89324	33401	15110	26230	8117	—	91794
Other	2422	—	220	816	1154	—	4645
MORTGAGES RECEIVABLE	—	48000	—	—	—	392000	440000
Total Assets	165917	243711	387352	364680	453209	556454	2169791
Liabilities and stockholders' equity							
Current Liabilities							
~~Notes and loans payable to banks~~							
Expenses payable	—	3049	3492	—	12338	—	18879
Taxes payable other than fed'l income tax	—	2182	288	1336	4006	—	5379
Estimated liability for refundable income	7589	3417	7734	16414	10970	—	45714
Federal Income tax payable	—	—	—	3896	—	—	3896
Other current liabilities	—	191	—	610	450	—	1451
Due to affiliated companies	—	—	103345	—	393998	1271	498614
Unearned interest participation	—	3074	16142	33143	16777	—	[illegible]
Total Liabilities	7589	11913	131158	55319	438529	1271	648569
DIVISION CONTRA BALANCE ~~Little Britain Estates (Equity account)~~	158328	—	—	—	—	555681	714009
Stockholders' Equity							
Capital stock	—	215000	300000	245000	50000	—	550000
Retained earnings	—	16798	(43806)	[illegible]	25330	—	(40057)
Total Stockholders' Equity	—	231798	256194	307000	14677	—	809913
Total Liabilities and Stockholders' Equity	165917	243711	387352	364680	453209	[illegible]	2169791

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REX-NORECO, INC. — Exhibit A

AND SUBSIDIARY COMPANIES

CONSOLIDATED BALANCE SHEETS

ASSETS	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Co., Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current assets:							
Cash	1506776	159086	2492143	3775	196[illegible]		4661344
Certificates of Deposit	—	5070000	47[illegible]	—	15[illegible]		10140000
Receivables:							
Mobile home financing operations:							
Wholesale notes and loans	—	—	2938463	—	—		2938463
Retail installment notes	—	—	8609454	—	—		8609457
	—	—	11547924	—	—		11547920
Less: unearned finance charges	—	—	([illegible])	—	—		(2944014)
unearned insurance commissions	—	—	—	—	—	(3) (74450)	(74450)
allowance for credit losses	—	—	([illegible])	—	—		(67283)
	—	—	8538[illegible]	—	—		8464173
Other receivables	1005364	[illegible]	1321[illegible]	3733	146674	(1) 14604	2583363
Net receivables	1005364	[illegible]	9860[illegible]	3733	146674		11047536
Due from subsidiary/affiliated companies	8090387	—		—	3,944	(1) (15500) (8091307)	—
Due from ceding insurance company	—	3535254	—	—	—		3535254
Inventory of mobile homes:							
New	—	—	—	—	35955		35955
Used	27761	—	[illegible]	—	6966[illegible]		[illegible]
Prepaid and deferred expenses	51603	846539	39840	—	955	(2) (345574)	592763
Deferred taxes	49000	346347	738[illegible]	—	55720	(7) 75138	1143743
Total current assets	11606949	9993013	17391679	4[illegible]107	1601697		31880490
Investments:							
Life insurance subsidiary	4192210	—		—	—	(3175480) (1016730)	—
Division [illegible] accounts	[illegible]	—		—	—	(714001)	—
Wholly owned subsidiaries	2699627	—		—	—	(2699627)	—
Marketable securities - at cost	[illegible]	[illegible]		71,73[illegible]	—		4554736
Less: Allowance for market decline	([illegible]763)	([illegible])		([illegible])	—		([illegible])
Net investments	8741215	11993		[illegible]303	—		[illegible]9165
Fixed assets - net of $ 76144 accumulated dep'n and amortization	39646	—	1974	—	31,457		73077
Other assets and deferred charges:							
Restricted cash	—	—	926308	[illegible]	—		[illegible]467
Less: Allowance for credit losses	—	—	(62193)	([illegible])	—		(67381)
Allowance for refundable income	—	—	—	([illegible])	—		(7575)
Net Restricted cash	—	—	964115	[illegible]	—		945563
Mortgage receivables	—	—	—		[illegible]		[illegible]
Dealers reserves and holdbacks	11410	—	—	[illegible]	91774		103[illegible]
Land	—	—	—		—		[illegible]
Cash surrender value - life insurance	—	—	—	—	—		—
Other	675	—	—		4645		[illegible]
Total Other Assets	12085	—	964115	[illegible]	536437		1646794
Total Assets	20404376	10005006	18307768	[illegible]	2167701		34769344

INVEST IN SUBS.

[illegible] per T/B	3734495
FIT	[illegible]
	4192210
OTHER SUBS	
PER T/B	2541179
INCOME	16983
[illegible]	(172954)
[illegible]	14441
ADJ	[illegible]
	2699627
DIVISION [illegible]	
PER T/B	541,057
INCOME	172954
	[illegible]

Exhibit A

REX-NORECO, INC.
AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE SHEETS

[illegible]

LIABILITIES AND STOCKHOLDERS' EQUITY	Rex-Noreco Inc.	Sterling Life Insurance Company	Rex Financial Corp.	[illegible] Service [illegible], Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current Liabilities:							
Notes and Loans payable to banks	—	—	7500000	—	—		7500000
Premiums payable to insurance carriers	426111	—	—	—	—		426111
Expenses payable	239048	—	11449	—	18879		269155
Taxes payable other than federal income	1311	—	19095	590	8379		29375
Dealers reserves and holdbacks	385915	—	673788	—	—		1059703
Other current liabilities	147345	4437	7445	55000	1251		215478
Life & A. & H. insurance unearned premiums	—	6561464	—	—	—		6561464
Policy claims payable	—	263685	—	—	—		263685
Estimated Liability for Credit Losses	—	—	18177	—	—		18177
Estimated Liability for collection expense	260498	—	70045	2055	—		338598
Estimated Liability for refundable income	434063	—	63519	3210	45714		546506
Unearned insurance commissions	244109	—	—	—	—	(1) (74450)	168059
Unearned finance charges	—	—	—	—	69136		69136
Unearned endorsement fees	—	—	305908	—	—		305908
Federal income taxes payable	—	—	—	—	3896	(2) (3896)	—
Deferred taxes	—	—	—	29244	—	(3) (29244)	—
Due to subsidiary/affiliated companies	—	—	7860222	31473	498614	(1) (8391309)	—
TOTAL CURRENT LIABILITIES	2136480	6829586	16230647	142572	645869		17765955
Division contra accounts	—	—	—	—	714007	(4) (714007)	—
Stockholders' Equity:							
Common stock issued and outstanding	265064	100000	1500000	1000	850000	(5) (100000) (6) (2351000)	265064
Paid-in surplus	13085622	456147	—		—	[illegible]	13085622
Retained earnings	4913909	2619273	[illegible]	110333	(41001)	[illegible] (9) (456147)	3609153
TOTAL STOCKHOLDERS' EQUITY	18267595	3175420	1777[illegible]	141[illegible]	809913		17005369
Total liabilities and stockholders' equity	21104375	10005006	18307768	[illegible]	2161711		34763324

Surplus

A/S	7[illegible]911
R.E. T/B	16933
Net inc of [illegible]	[illegible]
Less [illegible]	(3186140)
Rex Noreco [illegible]	4654194
	259715
Sterling Ret	4913909

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PEX-NOPECO, INC. Exhibit A-1

SALES AND RENTAL GROUP

CONSOLIDATED BALANCE SHEET

[illegible]

ASSETS	Ellenville Mobile Home Sales, ~~Inc.~~ (DIVISION)	Loch Sheldrake Mobile Home Sales, Inc.	Wilson Mobile Home Sales, Inc.	Jacksonville Mobile Home Sales, Inc.	Dover Mobile Home Sales, Inc.	Little Britain Estates (Division)	TOTAL
Current Assets:							
Cash	22675	42170	22300	59761	31997	12662	176544
Certificates of Deposit	—	—	—	—	—	150000	150000
Accounts Receivable	18003	26416	34530	342	64458	29245	146674
Due from affiliated companies	98752	22587	—	198083	—	—	219422
Inventory of mobile homes:							
New	—	—	35955	—	—	—	35955
Used	—	68044	262422	47663	318493	—	696646
Prepaid expenses	—	493	232	—	34	—	758
Deferred taxes	9500	2600	11300	19000	13300	—	55700
Total Current Assets	134525	162310	311734	324843	428280	164952	1601877
Fixed Assets, net of $ 20,729 Accumulated dep'n and amortization	—	—	1038	14761	15658	—	31457
Other assets							
Dealers reserves and holdbacks	33934	33401	15110	26230	8117	—	91794
other	2422	—	220	216	1154	—	4645
MORTGAGES RECEIVABLE	—	48000	—	—	—	392000	440000
Total Assets	165917	243711	387352	366650	453209	556952	2169791
Liabilities and stockholders' equity							
Current Liabilities							
~~Notes and loans payable to banks~~							
Expenses payable	—	3049	3492	—	12338	—	18879
Taxes payable other than fed'l income tax	—	2164	955	1330	4056	—	8879
Estimated liability for refundable income	7599	3417	7314	16414	10970	—	45714
Federal [illegible]				3296	—	—	3296
Other current liabilities	—	131	—	1616	[illegible]	—	1751
Due to affiliated companies	—	—	103345	—	393998	1471	498614
Unearned interest participation	—	3074	16142	33143	16777	—	[illegible]
Total Liabilities	7599	11913	131158	55319	436529	1471	643869
DIVISION CONTRA BALANCE ~~Little Britain Estates (Equity Account)~~	158322	—	—	—	—	555651	714009
Stockholders' Equity							
Capital stock	—	215000	300000	285000	50000	—	550000
Retained earnings	—	16798	(43806)	22	35330	—	(40057)
Total Stockholders' Equity	—	231798	256194	307	14670	—	809913
Total Liabilities and Stockholders' Equity	165917	243711	287352	366650	453209	556952	2169791

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REX-NORECO, INC. AND SUBSIDIARY COMPANIES — Exhibit A

CONSOLIDATED BALANCE SHEETS

APRIL 30, 1973

ASSETS	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit B-1)	Eliminations	Total
Current Assets:							
Cash	1751132	181994	2619749	47115	273441		46734[illegible]
Certificates of Deposit	—	4650000	4750000	—	—		[illegible]0,000
Receivables:							
Mobile home financing operations:							
Wholesale notes and loans	—	—	2293432	—	—		2293432
Retail installment notes	—	—	7963940	—	—		7963940
	—	—	10257372	—	—		10257372
Less: unearned finance charges	—	—	(2695706)	—	—	42478	(2738184)
unearned insurance commissions	—	—	—	—	—	80300	(80300)
allowance for credit losses	—	—	(51578)	—	—		(51578)
	—	—	7510088	—	—		7387311
Other receivables	568076	52837	236045	32188	290811		1179960
Net receivables	568076	52837	7746133	32188	290811		8567271
Due from subsidiary/affiliated companies	7752534	—	24262	—	105665	7882481	—
Due from ceding insurance company	—	3456616	—	—	—		3456616
Inventory of mobile homes:							
New	—	—	—	—	123773		123773
Used	—	—	—	—	986953		986953
Prepaid expenses	331904	—	—	8822	39250		3799[illegible]4
Deferred taxes	755700	27700	81900	—	38700	30897	873103
Total current assets	1115[illegible]46	8369147	15222062	88103	1858592		28661191
Investments:							
Life insurance subsidiary	4260126	—	—	—	—	4260126	—
DIVISION CONTRA ACCOUNTS ~~Dixie-Britain Leases (equity account)~~	[illegible]	—	—	—	—	953[illegible]	—
Wholly owned subsidiaries	2616141	—	—	—	—	2616141	—
Marketable securities - at cost	5162867	450065	—	79173	—		5696105
Less: Allowance for market decline	(2637590)	(141727)	—	(58610)	—		(2837927)
Net investments	9354710	3[illegible]4338	—	20563	—		1860178
Fixed assets - net of $ 72,174 accumulated dep'n and amortization	42217	—	2088	146848	33410		224663
Other assets and deferred charges:							
Restricted cash	—	—	798788	41527	—		840315
Less: Allowance for credit losses	—	—	(51188)	(6412)	—		(57100)
Allowance for refundable income	—	—	—	(7575)	—		(7575)
Net restricted cash	—	—	745300	27540	—		775540
[illegible] RECEIVABLE	20099	—	—	—	525000		545000
Dealers reserves and holdbacks	—	—	—	—	110636		130735
Cash surrender value - life insurance	76712	45619	—	—	—		122331
Other	675	—	—	—	6315		6990
Total Other Assets	97486	45619	745300	27540	641951		1560896
Total assets	20653859	8127104	15972450	283154	2533954		32306838

Handwritten notes (right margin):

INVEST IN SUB
STERLING LF
Rex T/B 3934475
PFF 327611
4262086
DIXIE SALES
Rex T/B 2601315
PFF [illegible]
[illegible] (1) 14826
2616141
DIVISIONS
Rex T/B 781879
LS (1) (16921)
238 (1) 172977
953176

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REX-NORECO, INC.
AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE SHEETS
APRIL 30, 1973

Exhibit A

LIABILITIES AND STOCKHOLDERS' EQUITY	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
Current Liabilities:							
Notes and Loans payable to banks	—	—	6000000	—	—		6000000
Premiums payable to insurance carriers	350612	—	—	—	—		350612
Expenses payable	131855	—	3972	—	18471		154298
Taxes payable other than federal income	745	—	10127	190	10426		21488
Dealers reserves and holdbacks	311184	—	551555	—	—		862739
Other current liabilities	223332	47951	57453	55000	—		383736
Life & A. & H. insurance reserves	—	4119426	—	—	—		4119426
Policy claims payable	—	262830	—	—	—		262830
Estimated Liability for Credit Losses	—	—	19615	—	—		19615
Estimated Liability for collection expense	251981	—	53308	2565	—		307854
Estimated Liability for refundable income	504371	—	8215	3210	37380		627576
Unearned insurance commissions	232080	—	—	—	—	80300	151780
Unearned finance charges	—	—	—	—	42478	42478	—
Unearned endorsement fees	—	—	347498	—	—		347498
Federal income taxes payable	—	38791	—	—	10896		49687
Deferred taxes	—	—	—	20897	—	20897	—
Due to subsidiary/affiliated companies	—	—	701204	75619	793258	785481	—
TOTAL CURRENT LIABILITIES	2006160	4468998	14138647	134481	913339		13659139
Divi's. Contra balances ~~Little Britain Balance~~ (Equity Account)	—	—	—	—	953186	953186	—
Stockholders' Equity:							
Common stock issued and outstanding	268064	100000	1500000	1000	635000	2236000	268064
Paid-in surplus	13085622	256147	—	—	—	256147	13085622
Retained earnings	5294013	3903959	333809	123573	32759	4384100	5294013
TOTAL STOCKHOLDERS' EQUITY	18647699	4260106	1833809	124573	667759		18647699
Total liabilities and stockholders' equity	20653859	8729104	15972450	283054	2533954		32306838

7809758
172559
547
14401
7622644
(3?5?4?2)
4966432
327611
5294013

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REX-NORECO, INC. — Exhibit A-1

SALES AND RENTAL GROUP

CONSOLIDATED BALANCE SHEET

APRIL 30, 1973

ASSETS	~~Ellenville Mobile Home Sales, Inc.~~	~~Loch Sheldrake Mobile Home Sales, Inc.~~	Wilson Mobile Home Sales, Inc.	Jacksonville Mobile Home Sales, Inc.	Dover Mobile Home Sales, Inc.	Little Britain Estates (Division)	ELLENVILLE MOBILE HOME (DIVISION) ~~TOTAL~~	LOCH SHELDRAKE MOBILE HOME (DIVISION)	TOTAL
Current Assets:									
Cash			33131	21591	32667	81540	11370	86134	273441
Certificates of Deposit			—	—	—	—	—	—	—
Accounts Receivable			22900	176978	63447	[illegible]	—	17181	290811
Due from affiliated companies			—	—	—	—	105665	—	105665
Inventory of mobile homes:									
New			57254	66521	—	—	—	—	123773
Used			222336	255408	365366	—	—	100843	986953
Prepaid expenses			9735	2154	—	—	17958	9403	39250
Deferred taxes			7700	13800	4300	—	9500	3400	38700
Total Current Assets			359054	576460	418780	85845	151093	216961	1858193
Fixed Assets, net of $ 21,834									
Accumulated dep'n and amortization			5937	17762	9711	—	—	—	33410
Other assets									
Dealers reserves and holdbacks			18662	29622	9651	—	13095	40402	110636
other			230	1234	1618	—	3093	—	6315
MORTGAGES RECEIVABLE			—	—	—	470000	—	55000	525000
Total Assets			383883	625082	488960	555845	167621	312563	2533914
Liabilities and stockholders' equity									
Current Liabilities									
Notes and loans payable to banks			—	—	—	—	—	—	—
Expenses payable			8226	4659	4814	20	—	752	18471
Taxes payable other than fed'l income tax			1155	3659	3793	—		1791	10426
Estimated liability for refundable income			—	1665	7002	—	9180	4546	22380
Federal income tax payable			—	2296	[illegible]	—	—	—	10596
Other current liabilities			—	—	—	—	—	—	—
Due to affiliated companies			72287	253928	404177	96	—	62870	793358
Unearned interest participation			9424	27404	2662	—	—	3558	42048
Total Liabilities			91122	308596	430448	116	9180	73547	913009
DIVISION CONTRA BALANCE ~~Little Britain Estates~~ (Equity Account)			—	—	—	555729	158441	239016	953186
Stockholders' Equity									
Capital stock			300000	285000	50000	—	—	—	635000
Retained earnings			(7239)	31486	8512	—	—	—	32759
Total Stockholders' Equity			292761	316486	58512	—	—	—	667759
Total Liabilities and Stockholders' Equity			383883	625082	488960	555845	167621	312563	2533954

242

Prepared By
Approved By

Exhibit A

REX-NORECO, INC.
AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE SHEETS
April 30, 1973

ASSETS	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.	Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit B-1)	Eliminations	Total	Invest. in Sub.	
Current Assets:									
Cash	1751132	181[illegible]4	2612749	47115	273441		4673412	Sterling 13	
Certificates of Deposit	—	4650000	4750000	—	—		[illegible]000	Rex F/C	2934495
Receivables:								PFS	367611
									[illegible]
Mobile home financing operations:									
Wholesale notes and loans	—	—	2233433	—	—		2233432		
Retail installment notes	—	—	7963940	—	—		7963940	[illegible] SUBS	
	—	—	10457373	—	—		10457373	Rex F/C	1601315
Less: unearned finance charges	—	—	(2695706)	—	—	22478	(2733184)	PFS [illegible]	
unearned insurance commissions	—	—	—	—	—	80300	(80300)	[illegible]	① 14826
allowance for credit losses	—	—	(51578)	—	—		(51578)		2616141
	—	—	7510089	—	—		7387311		
Other receivables	568070	52637	226048	32188	290811		1179760	Divisions	
Net receivables	568076	52637	7746137	32188	290811		8567271	Rex F/C	781579
								65	①(16921)
Due from subsidiary/affiliated companies	7752534	—	22468	—	105645	7882481	—	238	① 172757
Due from ceding insurance company	—	3456616	—	—	—		3456616		953,136
Inventory of mobile homes:									
New	—	—	—	—	143773		143773		
Used	—	—	—	—	986953		986953		
Prepaid expenses	331904	—	—	8257	39450		[illegible]7954		
Deferred taxes	255700	27700	81950	—	38700	30897	873103		
Total current assets	11157461	8369147	15224062	88103	1858592		29661101		
Investments:									
Life insurance subsidiary	4260106	—	—	—	—	4260114	—		
Union Center Account (equity account)	[illegible]	—	—	—	—	953[illegible]	—		
Wholly owned subsidiaries	2616141	—	—	—	—	2616141	—		
Marketable securities – at cost	[illegible]	[illegible]	—	[illegible]	—		[illegible]		
Less: Allowance for market decline	(2637590)	(141727)	—	(38610)	—		(2817727)		
Net investments	9354710	214338	—	20563	—		1860178		
Fixed assets – net of $ 72,174 accumulated dep'n and amortization	42117	—	2088	146848	32410		224663		
Other assets and deferred charges:									
Restricted cash	—	—	778988	41527	—		840515		
Less: Allowance for credit losses	—	—	(52188)	(6412)	—		(57100)		
Allowance for refundable income	—	—	—	(7575)	—		(7575)		
Net restricted cash	—	—	745300	27540	—		775840		
[illegible] receivable	20599	—	—	—	545033		545700		
Dealers reserves and holdbacks	—	—	—	—	110336		130735		
Cash surrender value – life insurance	76712	45619	—	—	—		122331		
Other	675	—	—	—	6315		6990		
Total Other Assets	77466	45619	745300	27540	641951		1560876		
Total assets	20613859	8129104	15877241	283654	2533954		32306838		

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REX-NORECO, INC.

AND SUBSIDIARY COMPANIES

CONSOLIDATED BALANCE SHEETS

APRIL 30, 1973

Exhibit A

LIABILITIES AND STOCKHOLDERS' EQUITY	Rex-Noreco, Inc.	Sterling Life Insurance Company	Rex Financial Corp.
Current Liabilities:			
Notes and Loans payable to banks	—	—	6000000
Premiums payable to insurance carriers	350612	—	—
Expenses payable	131855	—	3972
Taxes payable other than federal income	745	—	10127
Dealers reserves and holdbacks	311134	—	551555
Other current liabilities	223332	47951	57453
Life & A. & H. Insurance reserves	—	4119426	—
Policy claims payable	—	22830	—
Estimated Liability for Credit Losses	—	—	19615
Estimated Liability for collection expense	251981	—	53308
Estimated Liability for refundable income	504371	—	8242
Unearned insurance commissions	232050	—	—
Unearned finance charges	—	—	—
Unearned endorsement fees	—	—	347477
Federal income taxes payable	—	38791	—
Deferred taxes	—	—	—
Due to subsidiary/affiliated companies	—	—	701254
TOTAL CURRENT LIABILITIES	2006160	4465998	14138647
~~Little Britain Estates~~ CONTRA BALANCES (Equity Account)	—	—	—
Stockholders' Equity:			
Common stock issued and outstanding	265064	100000	1500000
Paid-in surplus	13022622	256147	—
Retained earnings	5294013	3903959	333509
TOTAL STOCKHOLDERS' EQUITY	18647199	4260106	1833509
Total liabilities and stockholders' equity	20653859	8729104	15972480

7809728

172559

547

14421

7982944

(3025402)

4966432

327611

5094013

250

Guardian Service Plan, Inc.	Sales and Rental Group (Exhibit A-1)	Eliminations	Total
—	—		6000000
—	—		353612
—	18471		154298
190	10426		21468
—	—		862739
55000	—		363726
—	—		411946
—	—		262820
—	—		19615
2565	—		307554
3210	37280		625576
—	—	80320	151780
—	42478	42478	—
—	—		347492
—	10896		49687
30897	—	30897	—
[illegible]619	792252	782281	—
[illegible]481	913009		13659139
—	953186	953186	—
[illegible]1000	635000	2236000	268064
—	—	256147	13085622
813573	32759	4384100	5294012
1114573	627759		18607699
[illegible]23054	2533954		[illegible]848

PEX-NORECO, INC.

SALES AND RENTAL GROUP

CONSOLIDATED BALANCE SHEET

APRIL 30, 1972

ASSETS	~~Ellenville Mobile Home Sales, Inc.~~	~~Loch Sheldrake~~ Mobile Home Sales, ~~Inc.~~
Current Assets:		
Cash		
Certificates of Deposit		
Accounts Receivable		
~~Due from affiliated companies~~		
Inventory of mobile homes:		
New		
Used		
Prepaid expenses		
Deferred taxes		
Total Current Assets		
Fixed Assets, net of $ 21,834		
Accumulated dep'n and amortization		
Other assets		
Dealers reserves and holdbacks		
other		
MORTGAGES RECEIVABLE		
Total Assets		
Liabilities and stockholders' equity		
Current Liabilities		
Notes and loans payable to banks		
Expenses payable		
~~Taxes payable other than fed'l income tax~~		
Estimated liability for refundable income		
Federal Income tax payable		
Other current liabilities		
Due to affiliated companies		
Unearned interest participation		
Total Liabilities		
DIVISION CONTRA BALANCE ~~Little Britain Estates~~ (Equity Account)		
Stockholders' Equity		
Capital stock		
Retained earnings		
Total Stockholders' Equity		
Total Liabilities and Stockholders' Equity		

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Exhibit A-1

Wilson Mobile Home Sales, Inc.	Jacksonville Mobile Home Sales, Inc.	Dover Mobile Home Sales, Inc.	Little Britain Estates (Division)	Ellenville Mobile Home (Division)	Loch Sheldrake Mobile Home (Division)	TOTAL
33131	21599	32667	81540	18370	86134	273441
—	—	—	—	—	—	—
28900	176978	63447	4305	—	17181	290811
—	—	—	—	105665	—	105665
57252	66521	—	—	—	—	123773
222336	215408	365366	—	—	100843	986953
9735	2154	—	—	17958	9403	39250
7700	13800	4300	—	9500	3400	38700
359052	576460	433710	85845	151493	216961	1858[illegible]
5937	17762	9711	—	—	—	33410
18662	29626	8651	·	13095	40602	110636
230	1234	1818	—	3033	—	6315
—	—	—	470000	—	55000	525000
383883	625082	488960	555845	167621	312563	2533954
—	—	—	—	—	—	—
[illegible]	4659	4814	20	—	752	18471
11??	3651	3393	—		1791	10426
—	2665	7002	—	9180	4526	23380
—	2296	8300	—	—	—	10596
—	—	—	—	—	—	—
72267	253348	404177	96	—	62870	792758
9424	27404	2062	—	—	3588	42478
91122	308596	430448	116	9180	73547	913009
—	—	—	555729	158441	239011	953181
300000	285000	50000	—	—	—	635000
(7239)	31486	8512	—	—	—	32759
292761	316486	58512	—	—	—	667759
383883	625082	488960	555845	167621	312563	2533954

Inventory

New

1968

Copy of Exhibit 55

W - New

Unit No. W5

Date Acquired 11/21/67 Date Sold ______

Year 1968 Make Atlas

Size 44x12 Serial No. 3945

Cost of Unit:

Delivery Price	$ 3800.00
Freight	71.25
Other Costs	
TOTAL COST	3871.25

Estimated Selling Price	$
Actual Selling Price	
Variance	$

GROSS PROFIT OR LOSS $ ______

Type of Purchase:

✓ Floor Plan __ Accounts Payable __ Trade-In

Payable to Citizens Nat'l Bank - 3800 Date Paid 2/3/69

Check No. 1227 Bank Debit Memo ______

Information For Repossessed Units:

Original Owner ______

Original Dealer ______

Bank ______

Curtailment

0 0 T

8 0,7 0 0.2 2
2,0 6 3.5 7
1 0,0 4 4.3 2
7 2,7 9 9.4 7 T

4,7 3 9.5 1
3,[illegible] 3 1.2 [illegible]
4,4 [illegible] 1.[illegible] [illegible]
2,0 6 3.5 [illegible]
7 2,7 [illegible] [illegible].[illegible] [illegible] T

0 Used

DATE ACQUIRED 12-19-72 DATE SOLD ______

SOLD TO ______

YEAR 1966 MAKE [illegible]

SIZE 46x12 SERIAL NO. 2148

COST OF UNIT:

DELIVERY PRICE $ 3788.68

FREIGHT ______

FLAG ______

OTHER COSTS ______

TOTAL COST 7/21/74 3788.68
1212.38 3270
2576.30

ESTIMATED SELLING PRICE $ ______

ACTUAL SELLING PRICE ______ ______

VARIANCE $ ______

GROSS PROFIT OR LOSS ______

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Transfer from Ellisville

ORIGINAL DEALER L048

BANK ______

PAYABLE TO ______

AMOUNT PAYABLE ______ DATE PAID ______

DEBIT MEMO ______

CHECK NO. ______

Year 1966 Manufacturer Mt. Vernon Lender L.S. - Kirk

Serial # 2148 Stock # 0246

Description 11 V12

	Regular Price
Sales Price	3788.68
Add: Sales Tax	227.32
Total	4016.00
Less: Down Payment	300.00
Unpaid Cash Balance	3716.00
Add: P.D. insurance ? years	359.00
Life insurance	375 -
Amount Financed	4150 -
Finance Charge ? % add-on	2492.00
Note Amount	6642.00

Months Financed 84

Note Amount ______

Monthly Payment 83 @ 82.64
1 @ 82.18

UNIT NO. [illegible]

DATE ACQUIRED 5-1-73 DATE SOLD

SOLD TO

YEAR 1972 MAKE Star

SIZE 14X12 SERIAL NO. 4143

3BR.

COST OF UNIT:

DELIVERY PRICE $ 7808.78

FREIGHT

FLAG

OTHER COSTS ~~400.00~~

TOTAL COST 7808.78

400.00

8208.78

7/31/74 2626.81 3270

5581.97

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible] Repo

ORIGINAL DEALER [illegible]

BANK CNB.

PAYABLE TO [illegible]

AMOUNT PAYABLE 7808.78 DATE PAID 7-20-73

DEBIT MEMO

CHECK NO. 266

Rented to [illegible]

6/73 [illegible]

[illegible]

[illegible]

2 135 257

Year 1972 Manufacturer [illegible] Lender L S-Bank

Serial # 4013 Stock # 6212

Description 64 x 12 3 BR

	Regular Price
Sales Price	7808.78
Add: Sales Tax 6%	468.53
Total	8277.31
Less: Down Payment	400 —
Unpaid Cash Balance	7877.31
Add: P.D. insurance 7 years	660.50
Life insurance	375 —
Amount Financed	8912.81
Finance Charge 8 % add-on	8556.26
Note Amount	17469.10

\# Months Financed 144

Note Amount

Monthly Payment 143 @ 121.31
1 @ 121.77

UNIT NO. ________

DATE ACQUIRED 10/10/73 DATE SOLD ________

SOLD TO ________

YEAR 64 MAKE [illegible]

SIZE 60 x 12 SERIAL NO. ~~[illegible]~~ 3938

COST OF UNIT:

DELIVERY PRICE	$ 4507.17
FREIGHT	
FLAG	
OTHER COSTS	400 -
TOTAL COST	4907.17
7/31/74	1275.87 26%
	3631.30

ESTIMATED SELLING PRICE $ 4000 -

ACTUAL SELLING PRICE ________ ________

VARIANCE $ ________

GROSS PROFIT OR LOSS ________

TYPE OF PURCHASE:

__ FLOOR PLAN ✓ ACCOUNTS PAYABLE __ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER ~~F. [illegible]~~ D. [illegible]

ORIGINAL DEALER ~~[illegible]~~ [illegible]

BANK C N B

PAYABLE TO [illegible]

AMOUNT PAYABLE 4507.17 DATE PAID 2/1/74

DEBIT MEMO ________

CHECK NO. 7-16

Year 68 Manufacturer [illegible] Lender [illegible]

Serial # 3938 Stock # 0301

Description 6. 112

	Regular Price
Sales Price	4967.17
Add: Sales Tax 6%	294.43
Total	5201.60
Less: Down Payment	300 —
Unpaid Cash Balance	4901.60
Add: P.D. insurance 1 years	472 —
Life insurance	375 —
Amount Financed	5748.60
Finance Charge [illegible] % add-on	4138.99
Note Amount	9887.59

Months Financed 108

Note Amount

Monthly Payment 107 @ 91.55

1 @ 91.74

UNIT NO. 0-754

DATE ACQUIRED 11/2/73 DATE SOLD

SOLD TO

YEAR 70 MAKE Newport

SIZE 58 X 12 SERIAL NO. 4113

COST OF UNIT:

DELIVERY PRICE $ 4510.04

FREIGHT

FLAG

OTHER COSTS 400 -

TOTAL COST 4910.04

7/31/74 1276.61 26%

3633.43

ESTIMATED SELLING PRICE $ 4500 -

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER E. Ortiz

ORIGINAL DEALER Lock Sheldrill

BANK C N B

PAYABLE TO Korea

AMOUNT PAYABLE 4510.04

DATE PAID 2/1/74

DEBIT MEMO

CHECK NO. 3116

Year 70 Manufacturer [illegible] Lender [illegible]

Serial # 4163 Stock # 0304

Description [illegible]

	Regular Price
Sales Price	4910.04
Add: Sales Tax	294.60
Total	5204.64
Less: Down Payment	300 –
Unpaid Cash Balance	4904.64
Add: P.D. insurance ___ years	472 –
Life insurance	375 –
Amount Financed	5751.64
Finance Charge ___ % add-on	4141.18
Note Amount	9892.82

Months Financed 108

Note Amount ______

Monthly Payment 107 @ 91.60

1 @ 91.62

UNIT NO. ____

DATE ACQUIRED 5/27/70 DATE SOLD ____

SOLD TO ____

YEAR 1963 MAKE Fleetwood

SIZE 55 x 10 SERIAL NO. 3441

COST OF UNIT:

DELIVERY PRICE	$ 1694 73/00 NOT IN INVENTORY
FREIGHT	
FLAG	
OTHER COSTS	
TOTAL COST	

ESTIMATED SELLING PRICE $____

ACTUAL SELLING PRICE ____ ____

VARIANCE $____

GROSS PROFIT OR LOSS ____

TYPE OF PURCHASE:

__ FLOOR PLAN ✓ ACCOUNTS PAYABLE __ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Richard Howard

ORIGINAL DEALER Raleigh

BANK Bank of Pa

PAYABLE TO Red

AMOUNT PAYABLE 1694.73 DATE PAID 6/4/70

DEBIT MEMO ____

CHECK NO. 945

263

DATE ACQUIRED 10/2/62 DATE SOLD

SOLD TO

YEAR 1961 MAKE Brookwood

SIZE 65x12 SERIAL NO. 1087

3 BR.

COST OF UNIT:

DELIVERY PRICE $ 4310.12 -

FREIGHT Not in inventory

FLAG Fixed Asset Storage

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Kinney Burger Repo

ORIGINAL DEALER Unit in Bad Shape

BANK To be used for storage

PAYABLE TO

AMOUNT PAYABLE DATE PAID

DEBIT MEMO

CHECK NO.

264

DATE ACQUIRED 12-21-72 DATE SOLD

SOLD TO

YEAR 1958 MAKE

SIZE 50 X 10 SERIAL NO. 30760

COST OF UNIT:

DELIVERY PRICE $ 500.00

FREIGHT

FLAG

OTHER COSTS

TOTAL COST 7/31/74 500 - 160 3290

346 -

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER

ORIGINAL DEALER

BANK

PAYABLE TO

AMOUNT PAYABLE DATE PAID

DEBIT MEMO

CHECK NO.

265

UNIT NO. S-206

DATE ACQUIRED 8/30/73 DATE SOLD

SOLD TO

YEAR 70 MAKE Homette

SIZE 60 x 12 SERIAL NO. 217 D

COST OF UNIT:

DELIVERY PRICE 5/B 4982.43 $ 4943.05

FREIGHT

FLAG

OTHER COSTS 400 –

TOTAL COST 5343.05

adj. C.B 39.38
5382.43

ESTIMATED SELLING PRICE $ 4000 – Pd 7/31/74 1399.43 2670
3983.00

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___ FLOOR PLAN ✓ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER C Bloom

ORIGINAL DEALER Williamsport

BANK C N B

PAYABLE TO Rel

AMOUNT PAYABLE ~~4943.05~~ 4982.43 DATE PAID [illegible]

DEBIT MEMO

Pd [illegible] 495[illegible] CHECK NO. [illegible]
ck 326
Balance due 31.[illegible]

266

UNIT NO. ____

DATE ACQUIRED 1/1/83 DATE SOLD ____

SOLD TO ____

YEAR 1969 MAKE [illegible]

SIZE [illegible] SERIAL NO. 2843

COST OF UNIT:

DELIVERY PRICE	$ 4239.38
FREIGHT	
FLAG	
OTHER COSTS	400 —
TOTAL COST	4639 38
8/1/84	(108.77)
	4530 61
7/31/84	1206.24
	3324 37

26%

ESTIMATED SELLING PRICE $ 4000 —

ACTUAL SELLING PRICE ____

VARIANCE $ ____

GROSS PROFIT OR LOSS ____

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK C.M.B

PAYABLE TO [illegible]

AMOUNT PAYABLE [illegible] 4130.88

DATE PAID ____

DEBIT MEMO ____

CHECK NO. ____

Year 6? Manufacturer [illegible] Lender [illegible]

Serial # 2713 Stock # 5222

Description [illegible]

	Regular Price
Sales Price	4530.61
Add: Sales Tax 6	271.84
Total	4802.45
Less: Down Payment	300 —
Unpaid Cash Balance	4502.45
Add: P.D. insurance ? years	446.00
Life insurance	375.00
Amount Financed	5323.45
Finance Charge ? % add-on	3407.01
Note Amount	8730.46

Months Financed 96

Note Amount

Monthly Payment 95@ 90.94
1@ 91.16

Entered 8/74

UNIT NO. 21227

DATE ACQUIRED 1-23/74

DATE SOLD

SOLD TO

YEAR 1970 MAKE [illegible]

SIZE 60 X 12 SERIAL NO. 5541

COST OF UNIT:

DELIVERY PRICE	$ 3781.92
FREIGHT	
FLAG	
OTHER COSTS	400 -
TOTAL COST	4181.92

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK C & E

PAYABLE TO [illegible]

AMOUNT PAYABLE 3781.92

DATE PAID

DEBIT MEMO

CHECK NO.

269

Year ___ Manufacturer [illegible] Lender [illegible]

Serial # 5671 Stock # 1227

Description 60112

	Regular Price
Sales Price	4181.92
Add: Sales Tax 6%	250.92
Total	4432.54
Less: Down Payment	300
Unpaid Cash Balance	4132.84
Add: P.D. insurance ___ years	439.52
Life insurance	375 –
Amount Financed	4947.34
Finance Charge 7 % add-on	3166.30
Note Amount	8113.64

\# Months Financed ~~___~~ 96

Note Amount ____________

Monthly Payment 96 = 84.52

96 8424

UNIT NO. [illegible]

DATE ACQUIRED 3/4/74 DATE SOLD

SOLD TO

YEAR 1970 MAKE [illegible]

SIZE 70 X 12 SERIAL NO. 1760

COST OF UNIT: 6549.60

DELIVERY PRICE $ ~~6102.96~~

FREIGHT

FLAG

OTHER COSTS 400 –

TOTAL COST 6949.60 ~~[illegible]~~

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK CNB

PAYABLE TO [illegible]

AMOUNT PAYABLE 6549.60

DATE PAID 12/19/74

DEBIT MEMO

CHECK NO. 344

~~[illegible]~~ [illegible]

~~CNB~~

3/[illegible] [illegible]

271

Year 7_ Manufacturer [illegible] Lender [illegible]

Serial # [illegible] Stock # [illegible]

Description [illegible]

	Regular Price
Sales Price	6949.60
Add: Sales Tax 6%	416.98
Total	7366.58
Less: Down Payment	400
Unpaid Cash Balance	6966.58
Add: P.D. insurance _ years	602.00
Life insurance	375.00
Amount Financed	7943.58
Finance Charge _ % add-on	7625.83
Note Amount	15,569.41

Months Financed 144

Note Amount ______

Monthly Payment 143 @ 108.12

1 @ 108.25

UNIT NO. L232

DATE ~~ACQ~~UIRED 2/21/74 DATE SOLD

SOLD TO

YEAR 1971 MAKE Homette

SIZE 12 X 60 SERIAL NO. MP 5219-E

COST OF UNIT:

DELIVERY PRICE	$ 3282.18
FREIGHT	
FLAG	
OTHER COSTS	400 -
TOTAL COST	3682.18
7/31/74	662.79
	3019.39

ESTIMATED SELLING PRICE $ 5000 -

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK R H

PAYABLE TO [illegible]

AMOUNT PAYABLE 3282.18

DATE PAID 5/8/..

DEBIT MEMO

CHECK NO. 167

Year 71 Manufacturer Honda Lender L.S. - Bank

Serial # MP 5019-C Stock # 1032

Description 12 x 60

	Regular Price
Sales Price	3682.18
Add: Sales Tax 6%	220.93
Total	3903.11
Less: Down Payment	300.00
Unpaid Cash Balance	3603.11
Add: P.D. insurance " years	387.50
Life insurance	375 -
Amount Financed	4365.61
Finance Charge 7 % add-on	2444.74
Note Amount	6810.35

÷ Months Financed 84

Note Amount

Monthly Payment 83 @ 81.08

1 @ 80.71

DATE ACQUIRED 4/1/78 DATE SOLD

UNIT NO. 1234

SOLD TO

YEAR 1968 MAKE

SIZE 60 x 12 SERIAL NO.

COST OF UNIT:

DELIVERY PRICE	$ 3529.75
FREIGHT	
FLAG	
OTHER COSTS	400-
TOTAL COST	~~3929.75~~ 3937.66

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER G. Perrault

ORIGINAL DEALER Little Britain

BANK C N B

PAYABLE TO

AMOUNT PAYABLE 3537.66

DATE PAID

DEBIT MEMO

CHECK NO.

275

Year 6[illegible] Manufacturer [illegible] Lender [illegible]

Serial # 4236 Stock # [illegible] [illegible] #

Description 60 X 12

		Regular Price
Sales Price		3937.66
Add: Sales Tax	6%	236.26
Total		4173.92
Less: Down Payment		300 -
Unpaid Cash Balance		3873.92
Add: P.D. insurance [illegible] years		407.00
Life insurance		375 -
Amount Financed		4655.92
Finance Charge [illegible] % add-on		2607.31
Note Amount		7263.23
# Months Financed	24	
Note Amount		
Monthly Payment	[illegible] 47 1 @ [illegible] 22	

Entered 8/74

UNIT NO. 1935

DATE ACQUIRED [illegible]

DATE SOLD

SOLD TO

YEAR 1970

MAKE [illegible]

SIZE 60 x 12

SERIAL NO. 159[illegible]

COST OF UNIT:

DELIVERY PRICE	$ ~~515.34~~ 5312.31
FREIGHT	
FLAG	
OTHER COSTS	400 –
TOTAL COST	5712.31

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible] Miller

ORIGINAL DEALER [illegible]

BANK C.N.B.

PAYABLE TO [illegible]

AMOUNT PAYABLE 5312.31

DATE PAID

DEBIT MEMO

CHECK NO.

~~[illegible]~~

[illegible]

9217

Year 7. Manufacturer Grand Lender L.S. - Lad

Serial # 1791 Stock # S231

Description 64V12

	Regular Price
Sales Price	5712.31
Add: Sales Tax 6	342.74
Total	6055.05
Less: Down Payment	325.00
Unpaid Cash Balance	5730.05
Add: P.D. insurance ___ years	504 -
Life insurance	375 -
Amount Financed	6629.05
Finance Charge ___ % add-on	5833.56
Note Amount	12,462.61

Months Financed 132

Note Amount ___

Monthly Payment 131 @ 94.41

1 @ 94.90

UNIT NO. A239

Extinct Spirit

DATE ACQUIRED 3/5/74 DATE SOLD ____________

SOLD TO ____________

YEAR 1972 MAKE Homette

SIZE 60 x 12 SERIAL NO. 4872 F

COST OF UNIT:

DELIVERY PRICE	$ 4754.24
FREIGHT	
FLAG	
OTHER COSTS	400 –
TOTAL COST	5154.24
7/31/74	927.76 18%
	4226.48

ESTIMATED SELLING PRICE $ 4500

ACTUAL SELLING PRICE ____________ ____________

VARIANCE $ ____________

GROSS PROFIT OR LOSS ____________

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Lionel Larson

ORIGINAL DEALER [illegible]

BANK [illegible]

PAYABLE TO [illegible]

AMOUNT PAYABLE 4754.24

DATE PAID 5/1/74

DEBIT MEMO ____________

CHECK NO. 1173

[illegible] 1-279

Year 72 Manufacturer [illegible] Lender [illegible]

Serial # [illegible] Stock # [illegible]

Description [illegible]

	Regular Price
Sales Price	5154.24
Add: Sales Tax [illegible]	309.25
Total	5463.49
Less: Down Payment	300
Unpaid Cash Balance	5163.49
Add: P.D. insurance ___ years	485 —
Life insurance	375 —
Amount Financed	6023.49
Finance Charge ___ % add-on	4818.79
Note Amount	[illegible]842.28

Months Financed 120

Note Amount ____________

Monthly Payment 119 @ 90.35

1 @ 90.63

UNIT NO. ____

DATE ACQUIRED 4/25/74 DATE SOLD ____

SOLD TO ____

YEAR ____ MAKE ____

SIZE ____ SERIAL NO. ____

COST OF UNIT:

DELIVERY PRICE	$ 6426.07
FREIGHT	
FLAG	
OTHER COSTS	400 -
TOTAL COST	6826.07

ESTIMATED SELLING PRICE $ ____

ACTUAL SELLING PRICE ____

VARIANCE $ ____

GROSS PROFIT OR LOSS ____

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Charles Pardo

ORIGINAL DEALER L S.

BANK C N B

PAYABLE TO ____

AMOUNT PAYABLE 6426.07

DATE PAID ____

DEBIT MEMO ____

CHECK NO. ____

Year 70 Manufacturer Homette Lender C.S. [illegible]

Serial # 2460 Stock # S251

Description 64775

	Regular Price
Sales Price	6826.07
Add: Sales Tax 6%	409.56
Total	7235.63
Less: Down Payment	375
Unpaid Cash Balance	6860.63
Add: P.D. insurance 7 years	589
Life insurance	375
Amount Financed	7824.63
Finance Charge 7 % add-on	7511.64
Note Amount	15336.27

\# Months Financed 144

Note Amount

Monthly Payment 143 @ 106.50
106.77

UNIT NO. ______

DATE ACQUIRED ______ | DATE SOLD ______

SOLD TO ______

YEAR 69 MAKE ______

SIZE 60X12 SERIAL NO. ______

COST OF UNIT:

DELIVERY PRICE	$ 4339 51
FREIGHT	
FLAG	
OTHER COSTS	400 —
TOTAL COST	4739 51

ESTIMATED SELLING PRICE $ ______

ACTUAL SELLING PRICE ______

VARIANCE $ ______

GROSS PROFIT OR LOSS ______

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER ______

ORIGINAL DEALER ______

BANK ______

PAYABLE TO ______

AMOUNT PAYABLE 4339 51

DATE PAID ______

DEBIT MEMO ______

CHECK NO. ______

Year 69 Manufacturer [illegible] Lender [illegible]

Serial # [illegible] Stock # [illegible]

Description [illegible]

		Regular Price
Sales Price		4739.51
Add: Sales Tax	6%	284.37
Total		5023.88
Less: Down Payment		300
Unpaid Cash Balance		4723.88
Add: P.D. insurance [illegible] years		459 -
Life insurance		375
Amount Financed		5557.88
Finance Charge ___ % add-on		4001.67
Note Amount		9559.55

Months Financed 108

Note Amount ______

Monthly Payment 1072 88.51

, e 88.98

UNIT NO. [illegible]

DATE ACQUIRED 8/6/77 — DATE SOLD

SOLD TO

YEAR [illegible] — MAKE [illegible]

SIZE [illegible] — SERIAL NO. [illegible]79

COST OF UNIT:

DELIVERY PRICE	$ 3201.20
FREIGHT	
FLAG	
OTHER COSTS	400 —
TOTAL COST	3601.20

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

__ FLOOR PLAN __ ACCOUNTS PAYABLE __ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Soucks

ORIGINAL DEALER L. S.

BANK [illegible]

PAYABLE TO [illegible]

AMOUNT PAYABLE 3201.20

DATE PAID

DEBIT MEMO

CHECK NO.

285

Year 77 Manufacturer [illegible] Lender [illegible]

Serial # 1979 Stock # 2261

Description 60 x 12 2 BR

	Regular Price
Sales Price	3601.20
Add: Sales Tax 6%	216.07
Total	3817.27
Less: Down Payment	300 —
Unpaid Cash Balance	3517.27
Add: P.D. insurance 5 years	381 —
Life insurance	375 —
Amount Financed	4273.27
Finance Charge 7 % add-on	2393.03
Note Amount	6666.30

Months Financed 84

Note Amount

Monthly Payment 83 @ 79.36
1 @ 79.42

DATE ACQUIRED 9/ /74 DATE SOLD ______

SOLD TO ______

YEAR 70 MAKE Concord

SIZE 60 x 12 SERIAL NO. 3305

COST OF UNIT:

DELIVERY PRICE $ 4071.39

FREIGHT ______

FLAG ______

OTHER COSTS 400 –

TOTAL COST 4471.39

ESTIMATED SELLING PRICE $ ______

ACTUAL SELLING PRICE ______

VARIANCE $ ______

GROSS PROFIT OR LOSS ______

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Hessler

ORIGINAL DEALER ______

BANK Cnf

PAYABLE TO Nones

AMOUNT PAYABLE 4071.39 DATE PAID ______

DEBIT MEMO ______

CHECK NO. ______

Year 7c Manufacturer [illegible] Lender [illegible]

Serial # 33[illegible] Stock # [illegible]

Description [illegible]

	Regular Price
Sales Price	4171.39
Add: Sales Tax 3%	268.28
Total	4439.67
Less: Down Payment	300
Unpaid Cash Balance	4139.67
Add: P.D. insurance ___ years	839.50
Life insurance	275 -
Amount Financed	5254.17
Finance Charge ___ % add-on	3362.67
Note Amount	8616.84

Months Financed 96

Note Amount ____________

Monthly Payment [illegible] 89.76

[illegible] 89.64

UNIT NO. ____________

DATE ACQUIRED ___ 11/ /74 ___ DATE SOLD ____________

SOLD TO ____________

YEAR ___ 68 ___ MAKE ___ [illegible] ___

SIZE ___ 64 x 12 ___ SERIAL NO. ___ 4/6 [illegible] ___

COST OF UNIT:

DELIVERY PRICE $ 1663.57

FREIGHT ____________

FLAG ____________

OTHER COSTS 400 -

TOTAL COST 2063.57

ESTIMATED SELLING PRICE $ [illegible] - as is

ACTUAL SELLING PRICE ____________ ____________

VARIANCE $ ____________

GROSS PROFIT OR LOSS ____________

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

Per CB 12/74 refurb [illegible] + put on 270

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER ___ [illegible] ___

ORIGINAL DEALER ___ [illegible] ___

BANK ___ [illegible] ___

PAYABLE TO ___ [illegible] ___

AMOUNT PAYABLE ___ [illegible] 57 ___ DATE PAID ____________

DEBIT MEMO ____________

CHECK NO. ____________

Changed

UNIT NO. [illegible]

DATE ACQUIRED [illegible] DATE SOLD

SOLD TO

YEAR [illegible] MAKE [illegible]

SIZE [illegible] SERIAL NO. [illegible]

COST OF UNIT:

DELIVERY PRICE	$ 3242.59
FREIGHT	
FLAG	
OTHER COSTS	400 -
TOTAL COST	3642.59

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK [illegible]

PAYABLE TO

AMOUNT PAYABLE

DATE PAID

DEBIT MEMO /

CHECK NO. /

[illegible]

[illegible]

291

UNIT NO. 5246

DATE ACQUIRED 1/3/74 DATE SOLD 4/74

SOLD TO Girard Hunt

YEAR 71 MAKE Highlander

SIZE 60 X 12 SERIAL NO. 6554

COST OF UNIT:

DELIVERY PRICE $ 4288.59

FREIGHT

FLAG

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE 4600 -

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Robert Young

ORIGINAL DEALER Hunt

BANK CNB

PAYABLE TO

AMOUNT PAYABLE DATE PAID

DEBIT MEMO

CHECK NO.

Re: consignment

242

UNIT NO. 1264

DATE ACQUIRED 9/1/74 DATE SOLD

SOLD TO

YEAR 70 MAKE Skyline

SIZE 64x12 SERIAL NO. 1722

COST OF UNIT:

DELIVERY PRICE $

FREIGHT

FLAG

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

FLOOR PLAN ACCOUNTS PAYABLE TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Richard Rondell

ORIGINAL DEALER Little Brothers

BANK CNB

PAYABLE TO

AMOUNT PAYABLE DATE PAID

DEBIT MEMO

CHECK NO.

[illegible] consignment

UNIT NO. D265

DATE ACQUIRED 9/18/74 DATE SOLD —

SOLD TO Mary Kelly

YEAR 68 MAKE Hensttle

SIZE 60X12 SERIAL NO. 375 B

COST OF UNIT:

DELIVERY PRICE $

FREIGHT

FLAG

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Merndoll

ORIGINAL DEALER Conderson M.H.

BANK Bluefield

PAYABLE TO

AMOUNT PAYABLE DATE PAID

DEBIT MEMO

on Consignment CHECK NO.

294

DATE ACQUIRED 9/25/74 DATE SOLD

SOLD TO

YEAR 71 MAKE [illegible]

SIZE 60 X 12 SERIAL NO. [illegible]

COST OF UNIT:

DELIVERY PRICE $

FREIGHT

FLAG

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK [illegible]

PAYABLE TO

AMOUNT PAYABLE

DATE PAID

DEBIT MEMO

CHECK NO.

295

UNIT NO. [illegible]

DATE ACQUIRED 5/[illegible]/71 DATE SOLD

[illegible] TO SOLD TO

YEAR 68 MAKE [illegible]

SIZE 60 X 12 SERIAL NO. 3949

COST OF UNIT:

DELIVERY PRICE $

FREIGHT

FLAG

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible] Royal

ORIGINAL DEALER [illegible]

BANK [illegible]

PAYABLE TO

AMOUNT PAYABLE

DATE PAID

DEBIT MEMO

CHECK NO.

246

UNIT NO. V269

DATE ACQUIRED 69 9/ DATE SOLD 1

SOLD TO

YEAR 69 MAKE

SIZE 10 X 12 SERIAL NO.

COST OF UNIT:

DELIVERY PRICE $

FREIGHT

FLAG

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER

ORIGINAL DEALER

BANK

PAYABLE TO

AMOUNT PAYABLE

DATE PAID

DEBIT MEMO

CHECK NO.

297

ATE ACQUIRED 9/—

UNIT NO. 240

DATE SOLD

SOLD TO

YEAR 73

MAKE

SIZE 64X12

SERIAL NO. 4270

COST OF UNIT:

DELIVERY PRICE $

FREIGHT

FLAG

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

YPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

Per CB
12/74 Interco
5275 +
2 70

ADE-IN AND REPO INFORMATION:

IGINAL OWNER

IGINAL DEALER

K

ABLE TO

NT PAYABLE

DATE PAID

DEBIT MEMO

298

CHECK NO.

UNIT NO. 5271

DATE ACQUIRED . 10/76 DATE SOLD X

SOLD TO

YEAR [illegible] MAKE [illegible]

SIZE [illegible] SERIAL NO. [illegible]

COST OF UNIT:

DELIVERY PRICE $

FREIGHT

FLAG

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER L.S.T.

BANK [illegible]

PAYABLE TO

AMOUNT PAYABLE DATE PAID

DEBIT MEMO

CHECK NO.

[illegible]

299

UNIT NO. $272

DATE ACQUIRED 10/25/74 DATE SOLD

SOLD TO

YEAR 62 MAKE

SIZE 10 x 50 SERIAL NO.

COST OF UNIT:

DELIVERY PRICE $

FREIGHT

FLAG

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

__ FLOOR PLAN __ ACCOUNTS PAYABLE __ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK [illegible]

PAYABLE TO

AMOUNT PAYABLE DATE PAID

DEBIT MEMO

CHECK NO.

[illegible]

UNIT NO. [illegible]

DATE ACQUIRED 10-2-74 DATE SOLD ____

SOLD TO ____

YEAR 68 MAKE [illegible]

SIZE 60 x 12 SERIAL NO. 695

COST OF UNIT:

DELIVERY PRICE $ ____

FREIGHT ____

FLAG ____

OTHER COSTS ____

TOTAL COST ____

ESTIMATED SELLING PRICE $ ____

ACTUAL SELLING PRICE ____ ____

VARIANCE $ ____

GROSS PROFIT OR LOSS ____

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Chas. Drumm

ORIGINAL DEALER [illegible]

BANK [illegible]

PAYABLE TO ____

AMOUNT PAYABLE ____ DATE PAID ____

DEBIT MEMO ____

[illegible] CHECK NO. ____

300

UNIT NO. #271

DATE ACQUIRED 10/5/81 DATE SOLD

SOLD TO

YEAR 66 MAKE [illegible]

SIZE 50 x 12 SERIAL NO. [illegible]

COST OF UNIT:

DELIVERY PRICE $

FREIGHT

FLAG

OTHER COSTS

TOTAL COST

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE

VARIANCE $

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Klinke

ORIGINAL DEALER [illegible]

BANK [illegible]

PAYABLE TO

AMOUNT PAYABLE

DATE PAID

DEBIT MEMO

CHECK NO.

[illegible]

UNIT NO. A 217

DATE ACQUIRED 12/1/73 DATE SOLD 9/9/74

SOLD TO Sara Milligan

YEAR 1968 MAKE Fleetwood

SIZE 64x12 SERIAL NO. 327

Expando

COST OF UNIT:

DELIVERY PRICE $ 3126.16

FREIGHT

FLAG

OTHER COSTS 400 --

TOTAL COST 3526.16

7/31/74 916.81 2696

260985

ESTIMATED SELLING PRICE $ 4500 --

ACTUAL SELLING PRICE 3000

VARIANCE $ 39065

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Fred Whitten

ORIGINAL DEALER Palmer

BANK 1st Enfield

PAYABLE TO Moreno

AMOUNT PAYABLE $3126.16

DATE PAID 5/1/--

DEBIT MEMO

CHECK NO.

303

UNIT NO. ______

DATE ACQUIRED 1/13/74 DATE SOLD 11/74

SOLD TO D. [illegible]

YEAR 1972 MAKE [illegible]

SIZE [illegible] SERIAL NO. [illegible]

COST OF UNIT: 6453.95

DELIVERY PRICE $ ~~[illegible]~~

FREIGHT ______

FLAG ______

OTHER COSTS 400 —

TOTAL COST 6453.95 ~~[illegible]~~

ESTIMATED SELLING PRICE $ ______

ACTUAL SELLING PRICE ______ 4300

VARIANCE $ ______

GROSS PROFIT OR LOSS (2353.95)

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK C N B

PAYABLE TO [illegible]

AMOUNT PAYABLE [illegible]395

DATE PAID 12/16/74

DEBIT MEMO ______

CHECK NO. 3[illegible]

~~[illegible]~~

C N B

Year 72 Manufacturer [illegible] Lender [illegible]

Serial # [illegible] Stock # [illegible]

Description 70 X 12

	Regular Price
Sales Price	6853.95
Add: Sales Tax 6%	411.24
Total	7265.19
Less: Down Payment	400 —
Unpaid Cash Balance	6865.19
Add: P.D. insurance – years	595 50
Life insurance	375 —
Amount Financed	7835 69
Finance Charge – % add-on	7522 26
Note Amount	5357 95

Months Financed 144

Note Amount ______

Monthly Payment 143 @ 106.65

1 @ 107.00

Exptsed 3/74

UNIT NO. 8237

DATE ACQUIRED ~~8237~~ DATE SOLD 8/-

SOLD TO [illegible]

YEAR 1971 MAKE Homette

SIZE 60 X 12 SERIAL NO. 4263 F

COST OF UNIT:

DELIVERY PRICE $ 3557.79

FREIGHT

FLAG

OTHER COSTS 400

TOTAL COST 3957.79

ESTIMATED SELLING PRICE $ 4000-

ACTUAL SELLING PRICE 3557.79

VARIANCE $ (400-)

GROSS PROFIT OR LOSS 7/31/71 712.45

-312.40

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Chas. Kelly

ORIGINAL DEALER

BANK R.F.C.

PAYABLE TO Tovco

AMOUNT PAYABLE 3557.79

DATE PAID 5/1/76

DEBIT MEMO

CHECK NO. 103

Entered 8/74

UNIT NO. 8240

DATE ACQUIRED 3/8/74 DATE SOLD 8/74

SOLD TO Glenn Miller

YEAR 1970 MAKE [illegible]

SIZE 60 x 12 SERIAL NO. 935 D

COST OF UNIT: 6258.88

DELIVERY PRICE $ ~~[illegible]~~

FREIGHT

FLAG

OTHER COSTS 400 -

TOTAL COST ~~[illegible]~~ 6658.88

ESTIMATED SELLING PRICE $ 4500

ACTUAL SELLING PRICE 5500

VARIANCE $

GROSS PROFIT OR LOSS (1158.88)

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Wm. Fold

ORIGINAL DEALER L. S.

BANK C. N. B

PAYABLE TO ~~[illegible]~~ [illegible]

AMOUNT PAYABLE ~~[illegible]~~ 6258.[illegible]

DATE PAID [illegible]

DEBIT MEMO

CHECK NO. 277

[illegible] B

307

UNIT NO. [illegible]

DATE ACQUIRED 8/1/74 DATE SOLD 8/74

SOLD TO [illegible]

YEAR [illegible] MAKE [illegible]

SIZE [illegible] SERIAL NO. [illegible]

COST OF UNIT:

DELIVERY PRICE	$ [illegible]
FREIGHT	
FLAG	
OTHER COSTS	[illegible]
TOTAL COST	350-

ESTIMATED SELLING PRICE	$	300-
ACTUAL SELLING PRICE		
VARIANCE	$	(50-)
GROSS PROFIT OR LOSS		

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK [illegible]

PAYABLE TO [illegible]

AMOUNT PAYABLE -265- DATE PAID [illegible]

DEBIT MEMO

CHECK NO. [illegible]

308

DATE ACQUIRED 11-24 DATE SOLD 8-?

SOLD TO [illegible]

YEAR 61 MAKE [illegible]

SIZE 65X12 SERIAL NO. 4:95

COST OF UNIT:

DELIVERY PRICE	$ 4141.45
FREIGHT	
FLAG	
OTHER COSTS	400 —
TOTAL COST	4541.45

ESTIMATED SELLING PRICE	$	3800 —
ACTUAL SELLING PRICE		
VARIANCE	$	(741.45)
GROSS PROFIT OR LOSS		

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible] Worden

ORIGINAL DEALER [illegible]

BANK [illegible]

PAYABLE TO [illegible]

AMOUNT PAYABLE [illegible] 41.45

DATE PAID 9/[illegible]

DEBIT MEMO

CHECK NO. 375

309

Entered 3/74

UNIT NO. S 252

DATE ACQUIRED 2-1-74   DATE SOLD .1/71

SOLD TO [illegible]

YEAR 69   MAKE [illegible]

SIZE 60 x 12   SERIAL NO. [illegible]

COST OF UNIT:

DELIVERY PRICE	$ 2790.37
FREIGHT	
FLAG	
OTHER COSTS	400.
TOTAL COST	3190 37

ESTIMATED SELLING PRICE	$	
ACTUAL SELLING PRICE		4000 –
VARIANCE	$	809 63
GROSS PROFIT OR LOSS		

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ___ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK C N B

PAYABLE TO [illegible]

AMOUNT PAYABLE 2790 37   DATE PAID 12/13/74

DEBIT MEMO

CHECK NO. 341

310

Year __ Manufacturer ________ Lender ________

Serial # ________ Stock # 1552

Description 66 x 12

	Regular Price
Sales Price	3190.47
Add: Sales Tax 6%	191.43
Total	3381.90
Less: Down Payment	300 -
Unpaid Cash Balance	3081.90
Add: P.D. insurance __ years	355 -
Life insurance	375 -
Amount Financed	3811.90
Finance Charge __% add-on	2134.66
Note Amount	5946.56

Months Financed 84

Note Amount ________

Monthly Payment 83 @ 70.79

1 @ 70.99

Entered 8/74

UNIT NO. 1257

DATE ACQUIRED 6/3/70 DATE SOLD 8/74

SOLD TO K. Hellard

YEAR 1969 MAKE [illegible]

SIZE 12 X 60 SERIAL NO. 5159

COST OF UNIT: 4304.07

DELIVERY PRICE $ ~~4032.44~~

FREIGHT

FLAG

OTHER COSTS ~~400~~

TOTAL COST ~~4032.44~~ 4704.07

ESTIMATED SELLING PRICE $

ACTUAL SELLING PRICE 4000

VARIANCE $ -(704.07)

GROSS PROFIT OR LOSS

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible]

ORIGINAL DEALER [illegible]

BANK C N B

PAYABLE TO [illegible]

AMOUNT PAYABLE 2130.07

DATE PAID [illegible]

DEBIT MEMO

CHECK NO. [illegible]

Entered 8/74

UNIT NO. 1259

DATE ACQUIRED 6/7/74 DATE SOLD 9/74

SOLD TO [illegible]

YEAR 71 MAKE [illegible]

SIZE 60 x 12 SERIAL NO. 4130B

COST OF UNIT:

DELIVERY PRICE	$ 6817.39
FREIGHT	
FLAG	
OTHER COSTS	400 -
TOTAL COST	7217.39

ESTIMATED SELLING PRICE	$	
ACTUAL SELLING PRICE		6500
VARIANCE	$	
GROSS PROFIT OR LOSS		(-717.39)

TYPE OF PURCHASE:

___FLOOR PLAN ___ACCOUNTS PAYABLE ___TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER Dale Hudson

ORIGINAL DEALER C B

BANK C N B

PAYABLE TO [illegible]

AMOUNT PAYABLE [illegible]39 DATE PAID [illegible]

DEBIT MEMO

CHECK NO. 341

[illegible]

313

Entered 7/74

UNIT NO. ____

DATE ACQUIRED 6/74 DATE SOLD 9/ /7

SOLD TO [illegible]

YEAR 1955 MAKE Pacemaker

SIZE 25X8 SERIAL NO. 0912

COST OF UNIT:

DELIVERY PRICE	$ 500 -
FREIGHT	
FLAG	
OTHER COSTS	400 -
TOTAL COST	900 -
7/31/74	162 (18%)
	738 -

ESTIMATED SELLING PRICE $ ____

ACTUAL SELLING PRICE ____ 400

VARIANCE $ ____ (338)

GROSS PROFIT OR LOSS ____

TYPE OF PURCHASE:

___ FLOOR PLAN ___ ACCOUNTS PAYABLE ✓ TRADE-IN

TRADE-IN AND REPO INFORMATION:

ORIGINAL OWNER [illegible] & Genz Farms

ORIGINAL DEALER ____

BANK ____

PAYABLE TO ____

AMOUNT PAYABLE ____ DATE PAID ____

DEBIT MEMO ____

Trade in on #254. CHECK NO. ____

314

ST-100

New York State Department of Taxation and Finance
25

New York State and Local Sales and Use Tax Return

Under Articles 28 and 29 of Tax Law

September 1, 1974 - November 30, 1974

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	A GROSS SALES AND SERVICES (to nearest dollar)	B TAXABLE SALES AND SERVICES (to nearest dollar)	C PURCHASES SUBJECT TO USE TAX (to nearest dollar)
	$18,400.	$18,1[illegible]	—

ENTER TYPE OF BUSINESS: [illegible]

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)	11[illegible]	—
2	(a) Credits (attachments required)		
	(b) Prepayments (attach Form ST-330)		
	(c) Total Credits and Prepayments		
3	Sales and Use Taxes Due (line 1 less line 2(c))	11[illegible]	—
4	Add: Late Filing Charge	—	
5	Amount Due including Late Filing Charge (line 3 plus line 4) Pay this amount	11[illegible]	—

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable P.O. Box on or before December 20, 1974.

SIGNATURE OF VENDOR: R.S.

TITLE

DATE: 12/10/74

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR)

DATE

ADDRESS

For office use only

Did you complete the other side of this form?

ST-100 (7/'74)

315

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
New York State	4				0002
Albany	7				0172
Allegany	6				0202
Broome	7				0312
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
Livingston	7				2402
Madison - except	6				2592
Oneida (city)	7				2522
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau	7				2842
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3472
Fulton (city)	7				3532
Oswego (city)	7				3542
Otsego	6				3602

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
Rensselaer - except	6				3872
Troy (city)	7				3832
St. Lawrence - except	7				4092
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	7				4682
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	18,400	—	1104 —	4802
Tioga	6				4902
Tompkins - except	7				5092
Ithaca (city)	7				5012
Ulster - except	5				5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5502
Mount Vernon (city)	7				5522
White Plains (city)	7				5552
Yonkers (city)	7				5572
Yates	7				5702
New York City	8				6002

REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (c)	PURCHASES SUBJECT TO USE TAX (d)	SALES AND USE TAXES (e)	CODE
New York City	4				60
TOTALS - ENTER ON PAGE 1.		18400 (BOX B)	— (BOX C)	1104 (LINE 1)	

316

Page 2

CODE
3872
3832
4092
4012
4112
4132
4402
4682
4622
4712
4802
4902
5092
5012
5102
5152
5292
5212
5202
5402
5502
6522
5552
5572
5702
6002

60'

	Initials	Date
Prepared By		
Approved By		

[illegible]

Sales Tax - 9/1/74 - 10/30/74

1	2	3	4	5	6	7
	[illegible]	[illegible] 5%	[illegible] 6%	[illegible] 4%	Gross Sales	Sales Tax Collected
Sales Tax						
Sept			5970		9950	594
Oct			-0-		-0-	-0-
Nov			8500		8500	610
			18400		18400	1104
Sales Tax			1104			1104

ST-100 New York State Department of Taxation and Finance 15

New York State and Local Sales and Use Tax Return

Under Articles 28 and 29 of Tax Law

June 1, 1974 - August 31, 1974

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	GROSS SALES AND SERVICES A (to nearest dollar)	TAXABLE SALES AND SERVICES B (to nearest dollar)	PURCHASES SUBJECT TO USE TAX C (to nearest dollar)
	71263 -	71263 -	—

ENTER TYPE OF BUSINESS: M. N.

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)	4275	77
(a) Credits (attachments required)		
(b) Prepayments (attach Form ST-330)		
(c) Total Credits and Prepayments		
Sales and Use Taxes Due (line 1 less line 2(c))	4275	77
Add: Late Filing Charge		
Amount Due including Late Filing Charge (line 3 plus line 4) Pay this amount	4275	77

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable P.O. Box on or before September 20, 1974.

SIGNATURE OF VENDOR: R.S.

TITLE

DATE: 9/13/74

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR)

DATE

ADDRESS

For office use only

ST-100 (5/74)

Did you complete the other side of this form?

…G JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
York State	4				0002
	7				0172
ny	6				0202
e	7				0312
augus - except	7				0492
an (city)	7				0412
amanca (city)	7				0422
a	7				0502
auqua	7				0602
ng - except	7				0792
ira (city)	7				0712
ngo	6				0802
n	7				0902
bia	6				1002
nd	7				1102
keepsie (city)	6				1322
	7				1412
	7				1502
lin	7				1602
n	7				1702
ee	6				1802
e	6				1902
ton	7				2002
son	7				2202
	7				2402
da (city)	7				2522
a	7				2602
umery - except	7				2792
sterdam (city)	7				2712
au	7				2842
ra	7				2902
daga	7				3102
io - except	7				3272
nandaigua (city)	7				3232
neva (city)	7				3242
ns	7				3472
n (city)	7				3532
ga (city)	7				3542
go	6				3602

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
Rensselaer - except	6				3872
Troy (city)	7				3832
St. Lawrence - except	7				4092
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	7				4682
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	71263	—	4275 77	4802
Tioga	6				[illegible]
Tompkins - except	7				[illegible]
Ithaca (city)	7				5012
Ulster - except	5				5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5502
Mount Vernon (city)	6				5522
White Plains (city)	7				5552
Yonkers (city)	7				5572
Yates	7				5702
New York City 6-1-74 to 6-30-74	7				5802
New York City 7-1-74 to 8-31-74	8				6002
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					
New York City 6-1-74 to 6-30-74	3				5810
New York City 7-1-74 to 8-31-74	4				6010
TOTALS-		71263		4275 77	

ENTER ON PAGE 1

	Initials	Date
Prepared By		
Approved By		

Lost Sheldeville m N.

Sales Tax - 6/1/74 - 8/31/74.

1	2	3	4	5	6	7
	Town Tax	Ulster 5%	Sullivan 6%	N.Y. 3 4%	Gross Sales	Sales Tax Collect
Sales for						
June			6805		6805-	408 30
July			44100		44100	2646-
Aug			2035779		2035779	[illegible]
			7126279		7126279	427577
Sales Tax @			427577			427577

3 20

T-100 New York State Department of Taxation and Finance 44

New York State and Local Sales and Use Tax Return

Under Articles 28 and 29 of Tax Law

March 1, 1974 - May 31, 1974

Pre-addressed Form and Return Envelope for filing your return.
duplicate for your records.

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

plete page 2 of this form before making entries below.

ARY OF NESS ACTIVITY	GROSS SALES AND SERVICES A (to nearest dollar)	TAXABLE SALES AND SERVICES B (to nearest dollar)	PURCHASES SUBJECT TO USE TAX C (to nearest dollar)
	74,495-	~~74,495-~~ 73,695-	

TYPE OF BUSINESS

M.H.

If this return reports sales taxes for more than one business location, check here. ☐

ummary of Taxes Due

ales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)		4315	70
) Credits (attachments required)			
) Prepayments (attach Form ST-330)			
) Total Credits and Prepayments			
ales and Use Taxes Due (line 1 less line 2(c))		4315	70
dd: Late Filing Charge			
Amount Due including Late Filing Charge (line 3 plus line 4)	Pay this amount	4315	70

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable P.O. Box on or before June 20, 1974.

TURE OF VENDOR

R. S

DATE 6/14/74

TURE OF PREPARER (IF OTHER THAN VENDOR)

DATE

ESS

For office use only

Did you complete the other side of this form?

-100 (1/74)

State and Local Sales and Use Tax

322

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
New York State	4	5300-	5	212 -	0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
Livingston	7				2402
Madison - except	6				2592
Oneida (city)	7				2522
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau	7				2842
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3472
Fulton (city)	7				3532
Oswego (city)	7				3542

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AN[…] TAXE[…] b × (c […] (dollars a[…] (e[…]
Otsego	6			
Rensselaer - except	6			
Troy (city)	7			
St. Lawrence - except	7			
Ogdensburg (city)	7			
Mechanicville (city)	6			
Saratoga Springs (city)	6			
Schuyler	7			
Steuben - except	7			
Hornell (city)	7			
Suffolk	7			
Sullivan	6	68,395		4[…]
Tioga	6			
Tompkins - except	7			
Ithaca (city)	7			
Ulster - except	5			
Kingston (city)	7			
Warren - except	7			
Glens Falls (city)	7			
Washington	7			
Wayne	7			
Westchester - except	5			
Mount Vernon (city)	6			
White Plains (city)	7			
Yonkers (city)	7			
Yates	7			
New York City	7			
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)				
New York City	3			
TOTALS-		73695		4[…]
ENTER ON PAGE 1.		BOX B	BOX C	[…]

	Initials	Date
Prepared By		
Approved By		

Page 2

...ND USE ...S ...+d) ...nd cents) ...)		CODE
		3602
		3872
		3832
		4092
		4012
		4112
		4132
		4402
		4682
		4622
		4712
...103	70	4802
		4902
		5092
		5012
		5102
		5152
		5292
		5212
		5302
		5402
		5502
		5522
		5552
		5572
		5702
		5802
	•	5810
...315	70	

LINE 1

[illegible] M N

Sales Tax - 3/1/74 - 5/31/74

1	2 Non Tax	3 Ulster 5%	4 Sullivan 6%	5 N.Y.S. 4%	6 Gross Sales	7 Sales Tax Collect
Sales Tax						
Mar	800 -		17500 -		18300 -	1050 -
Apr			25100 -	5300 -	31100 -	1760 -
May			25095 -		25095 -	1505 70
	800 -		68395	5300 -	74495 -	4315 70
[illegible]			4103 70	212 -		4315 70

ST-100

New York State Department of Taxation and Finance

34

New York State and Local Sales and Use Tax Return

Under Articles 28 and 29 of Tax Law

December 1, 1973 - February 28, 1974

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	A GROSS SALES AND SERVICES (to nearest dollar)	B TAXABLE SALES AND SERVICES (to nearest dollar)	C PURCHASES SUBJECT TO USE TAX (to nearest dollar)
	32,730 –	32,710	–

ENTER TYPE OF BUSINESS: Mobile home dealer

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)	1962	–
2	(a) Credits (attachments required)		
	(b) Prepayments (attach Form ST-330)		
	(c) Total Credits and Prepayments		
3	Sales and Use Taxes Due (line 1 less line 2(c))	1962	–
4	Add: Late Filing Charge	–	
5	Amount Due including Late Filing Charge (line 3 plus line 4) Pay this amount	1962	–

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable P.O. Box on or before March 20, 1974.

SIGNATURE OF VENDOR: R. S.

TITLE

DATE: 3/14/74

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR)

DATE

ADDRESS

For office use only

PAID
MAR 14 1974
116

Did you complete the other side of this form?

ST-100 (10/73)

324

TAXING JURISDICTION (a)	RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
New York State	4				0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
Livingston	7				[illegible]
Madison - except	6				[illegible]
Oneida (city)	7				2522
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau	7				2842
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3472
Fulton (city)	7				3532
Oswego (city)	7				3542

TAXING JURISDICTION (a)	RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
Otsego	6				3602
Rensselaer - except	6				3872
Troy (city)	7				3832
St. Lawrence - except	7				4092
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	7				4682
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	22700	–	1962 –	4802
Tioga	6				4902
Tompkins - except	7				5092
Ithaca (city)	7				5012
Ulster - except	5				5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5502
Mount Vernon (city)	6				5522
White Plains (city)	7				5552
Yonkers (city)	7				5572
Yates	7				5702
New York City	7				5802
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					
New York City	3				5810
TOTALS-					
ENTER ON PAGE 1,		BOX B	BOX C	LINE 1	

325

	Initials	Date
Prepared By		
Approved By		

Local [illegible] N.H.
Sales Tax
12/1/73 - 2/28/74

	Hse Acct.	Wood 5%	Sullivan 6%	NYS 4%	Gross Sales	Sales Tax Collect
Sullivan						
Dec			10200 -		10200 -	612 -
Jan			10000 -		10000 -	600 -
Feb			12500 -		12500	750 -
					32700 -	1962 -

326

ST-100

New York State Department of Taxation and Finance

24

New York State and Local Sales and Use Tax Return

Page 1

Under Articles 28 and 29 of Tax Law

September 1, 1973 - November 30, 1973

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

Lock Shelkirk Mobile Home Ssly

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	GROSS SALES AND SERVICES A (to nearest dollar)	TAXABLE SALES AND SERVICES B (to nearest dollar)	PURCHASES SUBJECT TO USE TAX C (to nearest dollar)
	37030	34600	—

ENTER TYPE OF BUSINESS: Mobile Home Dealer

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)	2076	—
2	(a) Credits (attachments required)		
	(b) Prepayments (attach Form ST-330)		
	(c) Total Credits and Prepayments		
3	Sales and Use Taxes Due (line 1 less line 2(c))	2076	—
4	Add: Late Filing Charge	—	
5	Amount Due including Late Filing Charge (line 3 plus line 4) Pay this amount	2076	—

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable P.O. Box on or before December 20, 1973.

SIGNATURE OF VENDOR

TITLE | DATE

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR) | DATE

ADDRESS

For office use only

PAID
DEC 12 1973
305

Did you complete the other side of this form?

ST-100 (8/73)

327

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
New York State	4				0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
[illegible]	7				[illegible]
Madison - except	6				[illegible]
Oneida (city)	7				2522
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau	7				2842
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3472
Fulton (city)	7				3532

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b × (c + d) (dollars and cents) (e)	CODE
Otsego	6				3602
Rensselaer - except	6				3872
Troy (city)	7				3832
St. Lawrence - except	7				4092
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	7				4682
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	32600-		2076 —	4802
Tioga	6				4902
Tompkins - except	7				5092
Ithaca (city)	7				5012
Ulster - except	5				5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5502
Mount Vernon (city)	6				5522
White Plains (city)	7				5552
Yonkers (city)	7				5572
[illegible]					5702
New York City					5802
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					
New York City	3				5810
TOTALS-					

ENTER ON PAGE 1

328

Local Shelbrooke M.H.
Sales Tax
8/1/73 – 11/30/73

	Non-taxable	Ulster 5%	Sullivan 6%	NYS 4%	Gross Sales	Sales Tax Collected
Collect'd						
Sep						
Oct						
Nov						
Sales Co						
Sept	1900 –		5530 –		7430 –	320 –
Oct			5500 –		5500 –	330 –
Nov	530 –		23[illegible]		24130 –	1416 –
	2430 –		34600		37030	2076
Taxable Sal.			34600		37030 –	
Sales Tax w/h						2076 –
Sales Tax due –			20.76			20.76 –
Sales Tax Payable						2076 –

329

Oswego (city)

ST-100

New York State Department of Taxation and Finance

14

New York State and Local Sales and Use Tax Return

Under Articles 28 and 29 of Tax Law

June 1, 1973 - August 31, 1973

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

L. S. Mobile Home

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	GROSS SALES AND SERVICES A (to nearest dollar)	TAXABLE SALES AND SERVICES B (to nearest dollar)	PURCHASES SUBJECT TO USE C (to nearest dollar)
	56,900-	55,700-	

ENTER TYPE OF BUSINESS: Retail sales mobile home

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)	3238
2	(a) Credits (attachments required)	
	(b) Prepayments (attach Form ST-330)	
	(c) Total Credits and Prepayments	
3	Sales and Use Taxes Due (line 1 less line 2(c))	3238
4	Add: Late Filing Charge	–
5	Amount Due including Late Filing Charge (line 3 plus line 4) Pay this amount ▶	3238

PAID 9/20/73

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable PO Box on or before September 20, 1973.

SIGNATURE OF VENDOR

TITLE | DATE

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR) | DATE

ADDRESS

For office use only

PAID 9/14/73 #241

Did you complete the other side of this form?

ST-100 (5/73)

330

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b x (c + d) (dollars and cents) (e)	CODE
New York State	4	3200-		128 -	0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
[illegible]	7				2202
Livingston	7				[illegible]
Madison - except	6				2592
Oneida (city)	7				2522
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau					2842
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3472
Fulton (city)	7				3532

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b x (c + d) (dollars and cents) (e)	CODE
Oswego (city)	7				3542
Otsego	6				3602
Rensselaer - except	6				3872
Troy (city)	7				3832
St. Lawrence - except	7				4092
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	7				4682
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	48500		2910 -	4802
Tioga	6				4902
Tompkins - except	7				5092
Ithaca (city)	7				5012
Ulster - except	5	4000-		200 -	5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5512
Mount Vernon (city)	6				5522
Yonkers (city)	7				5572
[illegible]					[illegible]
Yates					5802
New York City	7				

REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					CODE
New York City	3				5810
TOTALS-		[illegible]		3238 -	
ENTER ON PAGE 1,		BOX B	BOX C	LINE 1	

331

Initials	Date
Prepared By	
Approved By	

[illegible] Mobile Home

[illegible]

6/1/73 - 8/31/73

1	2	3	4	5	6	7
	[illegible]	[illegible] 5%	[illegible] 6%	[illegible] 4%	[illegible]	[illegible]
[illegible]						
June					–	–
July					–	–
Aug					–	–
Sales [illegible]						
June			14100	3200 –	19300 –	1094 –
July	1200 –	[illegible] –	920 –		15030 –	781 –
Aug			22600		[illegible] –	1353 –
	1200 –	4000 –	41560	3200 –	56900 –	[illegible]
[illegible]		4000 –	41500 –	3200 –	[illegible]	
Sales [illegible]						3231 –
Sales [illegible]		200 –	2910 –	126 –		3231
Sales [illegible] Pay						3231 –

ST-100

New York State Department of Taxation and Finance
43

New York State and Local Sales and Use Tax Return

Under Articles 28 and 29 of Tax Law
March 1, 1973 - May 31, 1973

Paid $2149.21
Ck # 167
6-18-73
Dc

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	GROSS SALES AND SERVICES A (to nearest dollar)	TAXABLE SALES AND SERVICES B (to nearest dollar)	PURCHASES SUBJECT TO USE TAX C (to nearest dollar)
	42,003	42,003	

ENTER TYPE OF BUSINESS: Retail Sales Mobile Homes

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)	2149	21
2	(a) Credits (attachments required)		
	(b) Prepayments (attach Form ST-330)		
	(c) Total Credits and Prepayments		
3	Sales and Use Taxes Due (line 1 less line 2(c))	2149	21
4	Add: Late Filing Charge		
5	Amount Due including Late Filing Charge (line 3 plus line 4) Pay this amount	2149	21

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable PO Box on or before June 20, 1973.

SIGNATURE OF VENDOR

TITLE | DATE

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR) | DATE

ADDRESS

For office use only

Did you complete the other side of this form?

ST-100 (3/73)

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b x (c+d) (dollars and cents) (e)	CODE
New York State	4	18,400		756 00	0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
Livingston	7				2402
Madison - except	6				2592
Oneida (city)	7				2522
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau	7				2842
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
					3472

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES b x (c+d) (dollars and cents) (e)	CODE
Oswego (city)	7				3542
Otsego	6				3602
Rensselaer - except	6				3372
Troy (city)	7				3332
St. Lawrence - except	7				4092
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	7				4682
Hornell (city)	7				4622
Suffolk	7				4712
Sullivan	6	23,303		1398 21	4802
Tioga	6				4902
Tompkins - except	7				5092
Ithaca (city)	7				5012
Ulster - except	5	300		15 00	5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5502
Mount Vernon (city)	6				5522
Yonkers (city)	7				5572
Yates	7				5702
New York City	7				5802
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					
New York City	3				5810
TOTALS-		42,003		2149 21	

334

	Initials	Date
Prepared By		
Approved By		

Loch Sheldrake Mobile Home Sales Inc.

Sales Tax

3/1/73 to 5/31/73

	Ulster 5%	Sullivan 6%	N.Y.S. 4%	Gross Sales	Sales Tax Collected
Cash Receipts (part)					
March		336			21
April					
May					
		336			
Sales Journal (Mobile Homes)					
March	30000	1390000	700000	2120000	112900
April		410000	590000	1000000	48[illegible]
May		530000	550000	1080000	53800
	30000	2330000	1840000	4200000	
w/o trade in allowance	—	—	—	—	
Taxable Sales	30000	2330336	1840000	4200336	
Sales Tax Collected					214921
Sales Tax Due	1500	139821	73600		214921
Sales Tax Payable					214921

B35

ST-100

New York State Department of Taxation and Finance
33

New York State and Local Sales and Use Tax Return

Page 1

Under Articles 28 and 29 of Tax Law
December 1, 1972 - February 28, 1973

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	A GROSS SALES AND SERVICES (to nearest dollar)	B TAXABLE SALES AND SERVICES (to nearest dollar)	C PURCHASES SUBJECT TO USE TAX (to nearest dollar)
	40,949	40,945	

ENTER TYPE OF BUSINESS: Retail Sales in Mobile Homes

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (e), page 2 and amounts from Schedules A, B and N, if any)		2190
2	(a) Credits (attachments required)		
	(b) Prepayments (attach Form ST-330)		
	(c) Total Credits and Prepayments		
3	Sales and Use Taxes Due (line 1 less line 2(c))		2190
4	Add: Late Filing Charge		
5	Amount Due including Late Filing Charge (line 3 plus line 4)	Pay this amount	2190

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable PO Box on or before March 20, 1973.

SIGNATURE OF VENDOR

TITLE | DATE

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR) | DATE

ADDRESS

For office use only

PAID
ck #1 297
3-14-73
$2190.96

Did you complete the other side of this form?

ST-100 (12/72)

ST-100 (Back) (12-72-33)

State and Local Sales and Use Tax

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES (dollars and cents) (e)	CODE
New York State	4	7600		[illegible]	0002
Albany	7				0172
Allegany	6				0202
Broome	6				0302
Cattaraugus - except	7				0492
Olean (city)	7				0412
Salamanca (city)	7				0422
Cayuga	7				0502
Chautauqua	7				0602
Chemung - except	7				0792
Elmira (city)	7				0712
Chenango	6				0802
Clinton	7				0902
Columbia	6				1002
Cortland	7				1102
Poughkeepsie (city)	6				1322
Erie	7				1412
Essex	7				1502
Franklin	7				1602
Fulton	7				1702
Genesee	6				1802
Greene	6				1902
Hamilton	7				2002
Jefferson	7				2202
Livingston	7				2402
Madison - except	6				2502
Oneida (city)	7				2512
Monroe	7				2602
Montgomery - except	7				2792
Amsterdam (city)	7				2712
Nassau	7				2842
Niagara	7				2902
Onondaga	7				3102
Ontario - except	7				3272
Canandaigua (city)	7				3232
Geneva (city)	7				3242
Orleans	7				3472
Fulton (city)	7				3532

TAXING JURISDICTION (a)	% RATE (b)	TAXABLE SALES AND SERVICES (to nearest dollar) (c)	PURCHASES SUBJECT TO USE TAX (to nearest dollar) (d)	SALES AND USE TAXES (dollars and cents) (e)	CODE
Oswego (city)	7				3542
Otsego	6				3602
Rensselaer - except	6				3872
Troy (city)	7				3832
St. Lawrence - except	7				4092
Ogdensburg (city)	7				4012
Mechanicville (city)	6				4112
Saratoga Springs (city)	6				4132
Schuyler	7				4402
Steuben - except	6				4682
Hornell (city)	7				4622
Suffolk	7	[illegible]		[illegible]	4712
Sullivan	6				4802
Tioga	6				4902
Tompkins - except	7				5092
Ithaca (city)	7				5012
Ulster - except	5			[illegible]	5102
Kingston (city)	7				5152
Warren - except	7				5292
Glens Falls (city)	7				5212
Washington	7				5302
Wayne	7				5402
Westchester - except	5				5502
Mount Vernon (city)	6				5522
Yonkers (city)	7				5572
Yates	7				5702
New York City	7				5802
REPORT BELOW SALES AND USE TAXES SUBJECT ONLY TO LOCAL TAX (See ST-150.1 Instructions, III C and D.)					
New York City	3				5810
TOTALS -		[illegible]		[illegible]	
ENTER ON PAGE 1.		BOX B	BOX C	LINE 1	

	Initials	Date
Prepared By		
Approved By		

Sheldrake Mobile Home Sales Inc
Sales Tax
12/1/72 to 2/28/73

	Ulster 5%	Sullivan 6%	N.Y.S. 4%	Gross Sales	Sales Tax Collected
Cash Receipts (Parts)					
December		276.81		276.81	10.61
January		331.54		331.54	19.89
February		190.98		190.98	11.46
		799.33		799.33	
Sales Journal (Mobile Homes)					
December	5000.00	3500.00		8500.00	[illegible]
January	[illegible]	13250.00	7000.00	24450.00	1085.00
February	[illegible]	[illegible]		7000.00	[illegible]
	11400.00	[illegible]	[illegible]	39950.00	
Less Trade in Allowances					
December		N O N E			
January					
February					
Taxable Sales	11400.00	[illegible]	7000.00	[illegible]	
Sales Tax Collected					2190.96
Sales Tax Due	570.00	1340.96	280.00		2190.96
Sales Tax Payable					2190.96

IBM

Meat—Wholesale (Cont'd)

OLD PROVISIONS
PROMPT DELIVERY SERVICE TO
• Camps • Bungalow Colonies
• Restaurants • Luncheonettes
Complete Line Of Provisions - [illegible] - Smoked Fish - Salads
CATERING SERVICE
50 St John Mont ---------------- 794-6570

ARDER'S BUSO FOOD DSTRBTRS
Route52Youngsville ------- 482-5078
AGAN NAT WHOL MEAT & POULTRY
Woodridge ------------------- 434-4334
gan Sam Woodridge --------------- 434-4334
APLAN'S BWAY PROVSN CO
319BwayMont ------- 794-6060
VINE ABE & SONS WHOL & RETAIL MEAT CORP
—See Our Display Ad This Page—
104CenterEllnv ------------ 647-5630
erty Beef&Veal
20½DelawareAvenueExtLbty ---- 292-7179
BERTY COLD CUT CENTER
58-SMainLbty ---------- 292-8055

OUNTAIN LAKES MEATS
WHOLESALE & RETAIL
LAMB - PORK - VEAL - BEEF
PROVISIONS
Specializing In Freezer Orders
LAKE HUNTINGTON | 932-8586

LER BEEF PRODUCTS
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302BwayMont ----------- 794-6969
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Lloyd's Apparel [illegible]SouthFlsb --434-6131
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See Tanks—Metal

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See Dairy Equipment & Supplies

Milk—Retail

See Dairy Products—Retail

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Mobile Homes—Dealers

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Route17B-Mont --------------- 794-6689
BUTLER MOBILE HOMES INC
—See Our Display Ad This Page—
SparrowBush ------------------ 856-6639

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MOBILE HOMES BY CHAMPION
TRAVEL TRAILERS & MOTOR HOMES
MOBILE HOME & R.V. PARTS & ACCESSORIES
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Route 17-B Monticello, N.Y. | 794-6066

L D S Enterprises Inc Route52Lbty 292-[illegible]

LIBERTY MOBILE HOMES INC
SALES & SERVICE
NEW & USED
MOBILE HOMES
LICENSED MOBILE HOME MOVING
4 Miles West Of Liberty On Rt. 52
Financing Arranged
White Sulphur Springs Rd Lbty --- 292-[illegible]

Little Britain Estates
Route[illegible]Ferndale ---------- 292-[illegible]
Loch Sheldrake Mobile Home Sales Inc
Route52LochSheldrake ---- 434-[illegible]
Parksville Mobile Modular Homes Inc
Route17Parksville ----------- 292-[illegible]
Sherwood Homes Inc Route52Lbty 292-[illegible]

•Be quick to answer your telephone calls. Be slow to hang up when making a call. Give the other fellow at least one minute to answer.

Mobile Homes—Parks

Brookside Mobile Sales Inc
Route17B Mont ------------ 794-6[illegible]
FANCHER JOHN
WhiteSulphurSpngsRdLbty --- 292-7740
Good Life Mobile Home City The
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Route52Lbty --------------- 292-4609
Hillside Trailer Park
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If No Answer
Midland Park NJ -- 201 652-8000

Melody Mobile Home Park
OldLibertyRdMont ------------ 434-4617
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RapppRdMont ---------------- 794-9405
Monticello Trailer Court
RapppRdMont ---------------- 794-9405
Mountaindale Park
FosthillRdMountaindale ---- 434-7337

Mobile Homes—Repairing & Svce.

Kinnebrook Park Route17B-Mont --794-6066
MILLER GUNS—
SALES & SERVICE
K R M REPR SVCE
51HammondMont -------- 794-4648

Mobile Homes & Trailers—Parks

See Mobile Homes—Parks; Also Trailers—Camping & Travel—Parks

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DETROITER - SKYLINE - BROADMORE - MARLETTE
• ALL MODEL HOMES ON DISPLAY • FACTORY TRAINED MEN
• WAREHOUSE OF PARTS • SENIOR CITIZEN & ONE FAMILY PARK SPACE AVAILABLE • MODULAR HOME UNITS

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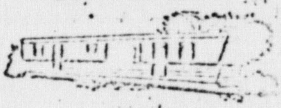
3 MILES NO. OF P.J. RT. 42

SERVICE IS OUR GREATEST ASSET
BROOKSIDE MOBILE SALES INC.

794-6689
Route 17B Monticello, N.Y.
½ MILE WEST OF RACEWAY ON RIGHT HAND SIDE

GOOD LIFE
MOBILE HOME CITY
SALES - PARK
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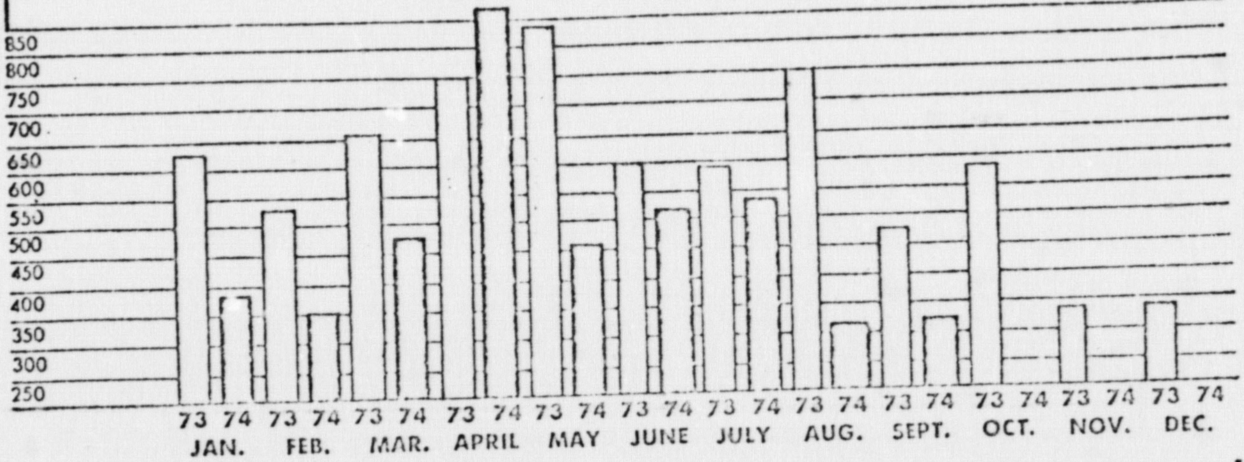
ALWAYS OPEN
LONG TERM BANK RATES AVAILABLE
ROUTE 52 LIBERTY, N.Y.
292-4609
On Rt 52 Between Liberty & Loch Sheldrake - Exit 100

2-5/16" COUPLER SALES (MOBILE HOMES)

(Figures at left are in the 100's)



The industry's major coupler manufacturers report their monthly sales to Mobile-Modular Housing DEALER. The smallest monthly report of coupler shipments in the last seven years occurred in December of 1966 when coupler shipments totaled 12,272. The all-time high number of 88,571 couplers was shipped in April, 1974. Mobile home coupler sales for 1972 were up 21.96% over 1971. Cumulative totals for the 1973 year compared to 1972 were down 11% with sales of 717,891 couplers in 1973 and 806,633 in 1972. Couplers sales for September, 1974, amounted to 32,907 units compared to the 47,569 couplers in September of last year, a decrease of 30.82%

The graph shown above illustrates the comparison for the first nine months of 1974 and 1973. Total coupler sales for the nine months of 1974 are 426,969 compared to 591,804 couplers for the same period in 1973.

Although the bar graphs for the months of April, May, June and July, are greater than mobile housing shipments reflected in May, June, July and August, many of these large couplers are used for large boat trailers and the larger travel trailers made today, particularly the fifth wheel.

tential buyer should get the feeling that this home, as displayed, is the type of home he would like to live in. This atmosphere of desire for possession should be uppermost in the dealer's mind in decorating the unit for maximum comfort and eye appeal. And depending on the season, the home should be comfortably heated or air conditioned.

Merchandising Programs

Likewise, if dealers enter this expanding housing market, they must train expert set-up crews and develop sound merchandising programs aimed at this market segment.

Retail Financing Uncertain

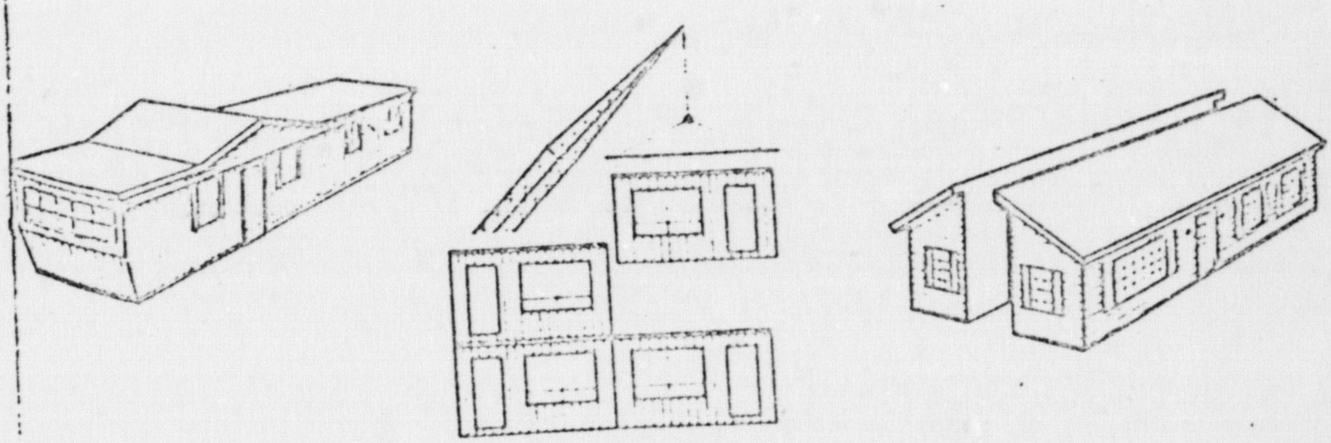
The biggest complaint from doublewide buyers, it was found in talking to service managers, comes from faulty set-ups. Some factories have undertaken a training program to school dealer service personnel in proper set-up procedure but this is expensive due to rapid turnover of service personnel.

At the moment, retail financing of doublewides presents an uncertain picture, but with the prime rate recently reduced, there are hopes for an upswing in mobile housing sales in the near future.

Longer Financing Period

In addition, the 1974 Housing and Community Development Act provides for 20-year mortgage terms for a doublewide and lot combination, which should brighten the industry horizon considerably. □□

1975 Pennsylvania SHOW



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1973 Mobile Home, Manufactured Housing and Special Unit Production

PRODUCTION for mobile homes, manufactured housing and special units in 1973 is listed separately in the figures shown below. Total production of mobile homes for the year amounted to 589,382 units, a decline of 5.21% from the 621,804 models manufactured in the previous year.

Production totals for 1974 are expected to run considerably below the 1973 figures, somewhere in the area of 410,000 units.

The 1973 figure for manufactured housing showed a 25.37% decline from 1972 production when 45,232 units were assembled. The 197[illegible] total came to 33,757 housing units.

Special unit production for the year amounted to 19,833, a slight gain of .98% over the 19,641 produced in 1972. Special units include mobile libraries, offices, classrooms, motels, etc.

For a more complete comparison of region production, total figures in 1973, 1972 and 1971 are reported in each region's totals. This will make for more meaningful interpret[illegible]ions.

The data presented on these two pages have been compiled from reports, both written and phoned, received from the industry's manufacturers, indicating their annual production figures and wholesale dollar value.

In reviewing the regional production, figures show that four regions—South Atlantic, East South Central, New England and Mountain—achieved increases over the previous year.

REGION	MOBILE HOMES		MANUFACTURED HOUSING		SPECIAL UNITS	
	No. UNITS PRODUCED	WHOLESALE DOLLAR VALUE	No. UNITS PRODUCED	WHOLESALE DOLLAR VALUE	No. UNITS PRODUCED	WHOLESALE DOLLAR VALUE
SOUTH ATLANTIC						
Delaware	0	0	0	0	0	0
Washington, D.C.	0	0	0	0	0	0
Florida	44,469	$ 263,007,649	1,357	$ 10,514,102	90	$ 531,750
Georgia	69,909	$ 417,192,472	1,044	$ 12,145,624	857	$ 3,098,310
•Maryland	—	—	—	—	—	—
North Carolina	32,913	$ 191,995,412	1,162	$ 12,627,474	1,307	$ 3,840,245
South Carolina	9,963	$ 50,223,133	165	$ 1,320,000	635	$ 1,749,636
Virginia	9,685	$ 53,896,633	4,356	$ 49,924,493	3,610	$ 13,160,953
•West Virginia	—	—	—	—	—	—
1973 Totals	167,029	$ 976,315,299	8,084	$ 86,531,693	6,499	$ 22,380,894
1972 Totals	164,100	$ 875,576,431	10,028	$ 94,356,441	6,634	$ 22,328,669
1971 Totals	133,185	$ 692,691,736	7,738	$ 69,218,433	4,331	$ 11,736,410
EAST NORTH CENTRAL						
Illinois	1,334	$ 5,424,000	179	$ 2,025,572	314	$ 1,736,420
Indiana	53,931	$ 355,037,710	1,739	$ 15,927,497	2,114	$ 11,690,450
Michigan	12,778	$ 92,528,531	3,127	$ 33,500,223	264	$ 1,785,000
Ohio	12,404	$ 82,467,072	2,379	$ 25,600,735	162	$ 752,488
Wisconsin	10,607	$ 75,369,165	991	$ 11,061,750	25	$ 300,000
1973 Totals	91,054	$ 610,826,478	8,415	$ 88,115,777	2,879	$ 16,264,358
1972 Totals	103,948	$ 624,392,151	13,223	$ 129,870,701	4,751	$ 26,790,145
1971 Totals	97,056	$ 565,365,635	19,119	$ 216,315,075	5,231	$ 29,812,872
WEST NORTH CENTRAL						
Iowa	370	$ 3,141,359	572	$ 8,407,300	427	$ 1,048,859
Kansas	17,806	$ 133,975,616	40	$ 300,000	100	$ 570,000
Minnesota	9,458	$ 65,038,787	291	$ 3,777,949	5	$ 10,326
Missouri	6,540	$ 44,714,780	451	$ 4,658,203	97	$ 497,578
Nebraska	10,925	$ 76,580,258	306	$ 3,429,706	74	$ 629,694
•North Dakota	—	—	—	—	—	—
South Dakota	2,353	$ 17,280,793	87	$ 1,218,000	57	$ 297,000
1973 Totals	47,452	$ 340,731,593	1,747	$ 21,791,163	760	$ 3,053,457
1972 Totals	53,573	$ 342,527,630	3,276	$ 35,841,700	845	$ 3,208,634
1971 Totals	45,075	$ 265,297,802	3,202	$ 32,978,260	400	$ 2,631,168
WEST SOUTH CENTRAL						
Arkansas	12,927	$ 61,910,336	706	$ 6,861,160	31	$ 93,582

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REGION	MOBILE HOMES No. UNITS PRODUCED	MOBILE HOMES WHOLESALE DOLLAR VALUE	MANUFACTURED HOUSING No. UNITS PRODUCED	MANUFACTURED HOUSING WHOLESALE DOLLAR VALUE	SPECIAL UNITS No. UNITS PRODUCED	SPECIAL UNITS WHOLESALE DOLLAR VALUE
Louisiana	10,435	$ 54,000,922	812	$ 4,768,000	304	$ 1,550,800
Oklahoma	4,078	$ 30,976,213	750	$ 9,902,000	195	$ 1,770,000
Texas	45,247	$ 316,949,361	121	$ 1,509,440	1,196	$ 4,746,343
1973 Totals	75,687	$ 463,836,832	2,389	$ 23,340,000	1,726	$ 8,190,725
1972 Totals	84,673	$ 432,115,323	2,322	$ 21,313,924	1,609	$ 9,773,526
1971 Totals	69,707	$ 340,938,261	2,720	$ 23,619,242	1,061	$ 4,238,455
EAST SOUTH CENTRAL						
Alabama	45,724	$ 184,955,067	200	$ 2,000,000	202	$ 1,661,236
Kentucky	4,959	$ 29,734,410	100	$ 1,700,000	835	$ 1,945,550
Mississippi	12,797	$ 70,436,357	90	$ 640,000	4	$ 14,000
Tennessee	13,648	$ 76,908,044	2,598	$ 27,318,090	992	$ 2,318,503
1973 Totals	77,158	$ 362,033,908	2,988	$ 31,658,090	2,033	$ 5,939,289
1972 Totals	71,873	$ 401,415,974	4,077	$ 44,757,082	1,861	$ 8,937,474
1971 Totals	54,645	$ 280,328,114	4,775	$ 31,801,215	1,459	$ 12,306,046
MID-ATLANTIC						
*New Jersey	—	—	—	—	—	—
New York	3,299	$ 21,346,374	549	$ 6,280,892	712	$ 3,400,000
Pennsylvania	39,010	$ 239,117,565	4,476	$ 51,259,184	2,146	$ 7,598,236
1973 Totals	42,309	$ 260,463,939	5,025	$ 57,540,076	2,858	$ 15,998,236
1972 Totals	48,933	$ 318,930,272	6,455	$ 62,611,600	2,045	$ 13,391,550
1971 Totals	36,999	$ 222,855,983	8,714	$ 96,172,732	1,920	$ 8,828,503
NEW ENGLAND						
Connecticut	0	0	0	0	0	0
*Maine	—	—	—	—	—	—
*Massachusetts	—	—	—	—	—	—
New Hampshire	1,904	$ 14,810,440	2,076	$ 25,197,700	307	$ 3,803,220
Rhode Island	0	0	0	0	0	0
*Vermont	—	—	—	—	—	—
1973 Totals	1,904	$ 14,810,440	2,076	$ 25,197,700	307	$ 3,803,220
1972 Totals	1,461	$ 8,392,250	1,450	$ 17,290,000	495	$ 6,059,220
1971 Totals	393	$ 2,276,120	861	$ 9,569,526	140	$ 968,000
PACIFIC						
Alaska	60	$ 406,800	0	0	0	0
California	40,431	$ 389,557,346	1,596	$ 16,518,250	2,063	0 8,755,620
Hawaii	0	0	0	0	0	0
Oregon	9,782	$ 75,499,912	0	0	41	$ 158,000
Washington	5,175	$ 35,089,053	104	$ 1,549,600	15	$ 175,000
1973 Totals	55,448	$ 500,553,111	1,700	$ 18,067,850	2,119	$ 9,088,620
1972 Totals	62,434	$ 532,797,509	2,924	$ 37,076,087	728	$ 4,234,772
1971 Totals	58,242	$ 350,838,521	3,647	$ 37,642,058	1,649	$ 7,392,897
MOUNTAIN						
Arizona	8,158	$ 52,758,812	110	$ 1,456,319	425	$ 4,900,000
Colorado	5,929	$ 47,972,624	284	$ 3,797,632	95	$ 1,445,000
Idaho	17,074	$ 119,645,272	939	$ 12,681,400	132	$ 920,546
*Montana	—	—	—	—	—	—
Nevada	0	0	0	0	0	0
*New Mexico	—	—	—	—	—	—
*Utah	—	—	—	—	—	—
*Wyoming	—	—	—	—	—	—
1973 Totals	31,161	$ 220,376,708	1,333	$ 17,935,351	652	$ 7,265,546
1972 Totals	30,809	$ 194,471,296	1,417	$ 18,102,244	653	$ 5,277,161
1971 Totals	22,489	$ 127,850,753	1,087	$ 12,069,000	314	$ 2,662,161
1973 TOTALS	589,382	$3,749,948,308	33,757	$ 370,178,305	19,833	$ 91,984,345
1972 TOTALS	621,804	$3,731,621,836	45,232	$ 461,249,779	19,641	$100,001,451
1971 TOTALS	517,791	$2,848,412,925	51,863	$ 532,385,541	16,505	$ 80,576,362

*Figures for states have been combined in order not to reveal production of individual companies.

WEST NORTH CENTRAL	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS
Iowa [illegible] MH delivered	+ 2.69%	12wide — [illegible] 14wide — [illegible]	Doublewides — 15.06% Expandables — .16% Special Built — .43% Factory Built — 4.45%	1. 70' — 14wide 38.79% 2. 61'-69' 14wide 20.07% 3. 50'-60' 14wide 9.11%
Kansas [illegible] MH delivered	— 25.27%	12wide — 12.55% 14wide — 59.56%	Doublewides — 27.12% Expandables — .71% Factory Built — .05%	1. 70' — 14wide 41.53% 2. 60' — 24wide 13.47% 3. 61'-69' 14wide 12.82%
Minnesota 5,009 MH delivered	— 6.20%	12wide — 4.25% 14wide — 85.60%	Doublewides — 8.30% Expandables — .12% Special Built — .15% Factory Built — 1.38%	1. 70'+ 14wide 67.77% 2. 50'-60' 14wide 12.82% 3. 61'-69' 14wide 5.21%
Missouri 6,798 MH delivered	— 40.49%	12wide — 40.98% 14wide — 34.23%	Doublewides — 24.33% Expandables — .35% Factory Built — .11%	1. 70'+ 14wide 22.70% 2. 60'-64' 12wide 21.75% 3. 60'+ 24wide 15.56%
Nebraska 2,955 MH delivered	— 4.55%	12wide — 12.45% 14wide — 65.09% 16wide — .08%	Doublewides — 19.85% Expandables — 1.06% Factory Built — 1.47%	1. 70'+ 14wide 42.47% 2. 61'-69' 14wide 14.32% 3. 60'+ 24wide 8.62%
North Dakota [illegible] MH delivered	+ 14.62%	12wide — 7.60% 14wide — 79.24% 16wide — 1.02%	Doublewides — 12.14%	1. 70'+ 14wide 65.52% 2. 61'-69' 14wide 7.51% 3. 50'-60' 14wide 6.21%
South Dakota 2,525 MH delivered	— 15.89%	12wide — 15.65% 14wide — 67.81% 16wide — 3.72%	Doublewides — 12.66% Expandables — .28% Factory Built — .28%	1. 70'+ 14wide 49.72% 2. 50'-60' 14wide 9.33% 3. 61'-69' 14wide 8.76%
Total MH Delivered—31,172			% of Total Projection—9.17%	

CANADA	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS
Canada 4,0[illegible] MH delivered	— 12.10%	12wide — 40.09% 14wide — 54.46%	Doublewides — 5.21% Expandables — .12% Special Built — .12%	1. 70'+ 14wide 44.12% 2. 60'-64' 12wide 17.21% 3. 65'-69' 12wide 13.35%
Total MH Delivered—4,098			% of Total Projection—1.20%	

SOUTH ATLANTIC	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS
Delaware 1,651 MH delivered	— 23.49%	12wide — 65.12% 14wide — 21.08%	Doublewides — 12.79% Expandables — .14% Factory Built — .87%	1. 60'-64' 12wide 27.76% 2. 70'+ 12wide 15.70% 3. 65'-69' 12wide 15.41%
Washington, D.C. 14 MH delivered	+ 55.56%	12wide — 100.00%		1. 60'-64' 12wide 100.00%
Florida 27,421 MH delivered	— 44.61%	8wide — .09% 10wide — .03% 12wide — 58.52% 14wide — .05% 16wide — .01%	Doublewides — 39.86% Expandables — 1.29% Special Built — .12% Triplewides — .02%	1. 60'-64' 12wide 29.28% 2. 60'+ 24wide 20.93% 3. 65'-69' 12wide 15.20%
Georgia 14,205 MH delivered	— 45.36%	8wide — .02% 12wide — 76.80% 14wide — .08%	Doublewides — 22.26% Expandables — .79% Special Built — .05%	1. 60'-64' 12wide 31.82% 2. 65'-69' 12wide 25.98% 3. 60'+ 24wide 15.39%
Maryland 2,235 MH delivered	— 19.08%	12wide — 69.47% 14wide — 11.87%	Doublewides — 10.[illegible] Expandables — .7[illegible] Special Built — 5.[illegible] Factory Built — 1.51%	1. 60'-64' 12wide 27.83% 2. 65'-69' 12wide 19.96% 3. 70'+ 12wide 15.64%
North Carolina 23,561 MH delivered	— 2.75%	12wide — 88.20% 14wide — .43%	Doublewides — 9.[illegible] Expandables — .3[illegible] Special Built — .0[illegible] Factory Built — 1.1[illegible]	1. 60'-64' 12wide 29.76% 2. 65'-69' 12wide 28.72% 3. 70'+ 12wide 14.16%
South Carolina 13,521 MH delivered	— 26.23%	12wide — 84.43% 14wide — .82%	Doublewides — 14.16% Expandables — .57% Special Built — .02%	1. 60'-64' 12wide 35.36% 2. 65'-69' 12wide 23.51% 3. 70'+ 12wide 14.64%
Virginia 6,827 MH delivered	— 8.88%	12wide — 90.91% 14wide — .25%	Doublewides — 6.1[illegible] Expandables — .3[illegible] Factory Built — 2.[illegible]	1. 65'-69' 12wide 32.40% 2. 60'-64' 12wide 29.89% 3. 70'+ 12wide 14.33%
West Virginia 3,815 MH delivered	— 35.63%	12wide — 70.20% 14wide — 13.67% 16wide — .06%	Doublewides — 13.4[illegible] Expandables — .1[illegible] Special Built — .13% Factory Built — 2.2[illegible]	1. 60'-64' 12wide 31.88% 2. 65'-69' 12wide 21.24% 3. 70'+ 14wide 7.94%
Total MH Delivered—95,660			% of Total Projection—28.14%	

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MOBILE HOME DELIVERIES FOR THE FIRST THREE QUARTERS OF 1974

Continued from page 13

EAST NORTH CENTRAL	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS		
Illinois 7,622 MH delivered	— 32.70%	12wide — 33.72% 14wide — 46.68%	Doublewides — 15.11% Expandables — 1.68% Special Built — 1.36% Factory Built — 1.45%	1. 70'+ 2. 60'-64' 3. 61'-69'	14wide 12wide 14wide	23.20% 19.41% 18.11%
Indiana 6,499 MH delivered	— 40.81%	12wide — 32.36% 14wide — 50.24%	Doublewides — 14.63% Expandables — 2.18% Special Built — .07% Factory Built — .52%	1. 70'+ 2. 61'-69' 3. 60'-64'	14wide 14wide 12wide	22.71% 21.78% 20.97%
Michigan 10,642 MH delivered	— 43.44%	12wide — 24.55% 14wide — 45.72%	Doublewides — 18.20% Expandables — 1.94% Special Built — .23% Factory Built — 9.36%	1. 61'-69' 2. 70'+ 3. 60'-64'	14wide 14wide 12wide	21.00% 17.84% 15.69%
Ohio 9,278 MH delivered	— 35.86%	8wide — .03% 12wide — 29.01% 14wide — 56.66% 16wide — .18%	Doublewides — 11.94% Expandables — .96% Special Built — .03% Factory Built — 1.19%	1. 70'+ 2. 61'-69' 3. 60'-64'	14wide 14wide 12wide	30.59% 23.44% 16.44%
Wisconsin 7,036 MH delivered	— 22.30%	12wide — 7.04% 14wide — 84.96% 16wide — .10%	Doublewides — 6.53% Expandables — .21% Special Built — .03% Factory Built — 1.13%	1. 70'+ 2. 50'-60' 3. 61'-69'	14wide 14wide 14wide	62.73% 14.19% 8.04%
Total MH Delivered—41,079			% of Total Projection—12.03%			

WEST SOUTH CENTRAL	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS		
Arkansas 4,775 MH delivered	— 46.30%	12wide — 24.73% 14wide — 63.92%	Doublewides — 11.33% Special Built — .05%	1. 70'+ 2. 61'-69' 3. 60'-64'	14wide 14wide 12wide	38.12% 18.31% 12.18%
Louisiana 7,757 MH delivered	— 28.97%	12wide — 38.03% 14wide — 56.05%	Doublewides — 5.78% Special Built — .15%	1. 70'+ 2. 60'-64' 3. 61'-69'	14wide 12wide 14wide	35.25% 21.06% 15.[illegible]
Oklahoma 4,814 MH delivered	— 40.05%	12wide — 18.[illegible] 14wide — 73.63%	Doublewides — 7.94% Special Built — .15%	1. 70'+ 2. 61'-69' 3. 60'-64'	14wide 14wide 12wide	49.4[illegible] 15.8[illegible] [illegible].85%
Texas 20,927 MH delivered	— 27.[illegible]5%	12wide — 16.74% 14wide — 77.[illegible] 16wide — .08%	Doublewides — 5.28% Expandables — .01% Special Built — .29% Factory Built — .10%	1. 70'+ 2. 61'-69' 3. 50'-60'	14wide 14wide 14wide	44.[illegible] 22.[illegible] [illegible]
Total MH Delivered—38,273			% of Total Projection—11.26%			

MOUNTAIN	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS		
Arizona 7,324 MH delivered	— 30.89%	10wide — .27% 12wide — 35.83% 14wide — 40.71%	Doublewides — 22.33% Special Built — .80%	1. 61'-69' 2. 60'-65' 3. 60'+	14wide 12wide 24wide	21.07% 19.81% 13.46%
Colorado 3,533 MH delivered	— 46.14%	12wide — 17.72% 14wide — 61.76%	Doublewides — 20.25% Expandables — .27%	1. 70'+ 2. 60'+ 3. 61'-69'	14wide 24wide 14wide	43.69% 13.57% 11.18%
Idaho 3,801 MH delivered	— 24.34%	12wide — 7.57% 14wide — 69.53%	Doublewides — 22.40% Special Built — .50%	1. 70'+ 2. 61'-69' 3. 60'+	14wide 14wide 24wide	42.15% 21.01% 18.04%
Montana 3,817 MH delivered	— 21.88%	12wide — 15.75% 14wide — 58.60% 16wide — 2.58%	Doublewides — 22.87% Special Built — .19%	1. 70'+ 2. 60'+ 3. 61'-69'	14wide 24wide 14wide	41.52% 15.69% 11.28%
Nevada 2,252 MH delivered	— 29.43%	10wide — 5.81% 12wide — 39.14% 14wide — 21.72%	Doublewides — 33.12% Special Built — .21%	1. 60'+ 2. 60'-64' 3. 61'-69'	24wide 12wide 14wide	23.23% 21.72% 11.18%
New Mexico 4,767 MH delivered	— 25.46%	12wide — 28.85% 14wide — 60.90%	Doublewides — 10.0[illegible] Special Built — .10% Factory Built — .05%	1. 70'+ 2. 61'-69' 3. 60'-64'	14wide 14wide 12wide	36.64% 15.21% 14.66%
Utah 2,026 MH delivered	— 40.04%	12wide — 17.68% 14wide — 53.40%	Doublewides — 28.37% Expandables — .24% Special Built — .11%	1. 70'+ 2. 60'+ 3. 61'-69'	14wide 24wide 14wide	38.02% [illegible].81% 10.[illegible]
Wyoming 2,425 MH delivered	— 24.72%	12wide — 19.[illegible] 14wide — 61.34% 16wide — 2.90%	Doublewides — 13.56% Expandables — .20% Special Built — .20% Factory Built — 2.89%	1. 70'+ 2. 60'-64' 3. 61'-69'	14wide 12wide 14wide	49.35% 10.0[illegible] 8.29%
Total MH Delivered—29,945			% of Total Projection—8.61%			

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ALASKA	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS		
Alaska 1681 MH delivered	+ 120.89%	12wide — 14.35% 14wide — 72.[illegible]%	Doublewides — 13.46%	1. 70'+ 2. 61'-69' 3. 60'+	14wide 14wide 24wide	42.47% 28.98% 9.90%
Total MH Delivered—1,681			% of Total Projection—.49%			

MID-ATLANTIC	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS		
New Jersey 1,290 MH delivered	— 31.05%	8wide — 2.63% 10wide — 1.31% 12wide — 64.35% 14wide — 7.13%	Doublewides — 16.32% Expandables — .19% Special Built — .19% Factory Built — 7.88%	1. 60'-64' 2. 70'+ 3. 65'-69'	12wide 12wide 12wide	26.45% 13.70% 13.51%
New York 7,493 MH delivered	— 45.70%	8wide — .23% 10wide — .06% 12wide — 50.45% 14wide — 29.21% 16wide — .16%	Doublewides — 18.53% Expandables — .42% Special Built — .23% Factory Built — .71%	1. 60'-64' 2. 70'+ 3. 70'+	12wide 14wide 12wide	18.34% 16.33% 13.71%
Pennsylvania 12,366 MH delivered	— 40.40%	8wide — .99% 10wide — .72% 12wide — 74.02% 14wide — 2.00% 16wide — .31%	Doublewides — 13.40% Expandables — .58% Special Built — .23% Factory Built — 7.75%	1. 60'-64' 2. 65'-69' 3. 70'+	12wide 12wide 12wide	29.03% 19.05% 13.91%
Total MH Delivered—21,149			% of Total Projection—6.22%			

EAST SOUTH CENTRAL	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS		
Alabama 10,731 MH delivered	— 38.92%	12wide — 70.31% 14wide — 14.41%	Doublewides — 14.63% Expandables — .63% Special Built — .02%	1. 60'-64' 2. 65'-69' 3. 70'+	12wide 12wide 14wide	36.94% 18.81% 9.76%
Kentucky [illegible] MH delivered	— 1[illegible].22%	12wide — 76.[illegible]% 14wide — 13.[illegible]%	Doublewides — 9.6[illegible]% Expandables — .03% Factory Built — .03%	1. 60'-64' 2. 65'-69' 3. 50'-54'	12wide 12wide 12wide	43.[illegible]% 14.98% 8.[illegible]%
Mississippi 7,650 MH delivered	— [illegible].43%	12wide — 86.03% 14wide — 1.8[illegible]%	Doublewides — 11.53% Expandables — .50% Special Built — .0[illegible]%	1. 60'-64' 2. 65'-69' 3. 70'+	12wide 12wide 12wide	44.[illegible]% 19.59% 11.43%
Tennessee 10,429 MH delivered	— 27.90%	8wide — .02% 12wide — 85.91% 14wide — 1.75%	Doublewides — 11.84% Expandables — .23% Special Built — .07% Factory Built — .18%	1. 60'-64' 2. 65'-69' 3. 70'+	12wide 12wide 12wide	43.86% 20.[illegible]9% 9.45%
Total MH Delivered—37,729			% of Total Projection—11.10%			

PACIFIC	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS		
California 17,023 MH delivered	— 31.26%	10wide — .74% 12wide — 46.53% 14wide — .02%	Doublewides — 52.25% Expandables — .05% Special Built — .13% Factory Built — .26% Triplewides — .02%	1. 60'+ 2. 60'-64' 3. 50'-59'	24wide 12wide 24wide	38.32% 30.38% 8.61%
Hawaii 75 MH delivered	+ 74.42%	12wide — 29.03% 14wide — 38.71%	Doublewides — 29.03% Factory Built — 3.23%	1. 70'+ 2. 60'-64' 3. {50'-59' / 60'+}	14wide 12wide 24wide 24wide	35.48% 29.03% 12.90%
Oregon 7,737 MH delivered	— 29.01%	12wide — 9.56% 14wide — 59.64%	Doublewides — 30.71% Expandables — .0[illegible]% Special Built — .0[illegible]%	1. 70'+ 2. 61'-69' 3. 60'+	14wide 14wide 24wide	29.27% 24.17% 20.18%
Washington 8,818 MH delivered	— 3.30%	12wide — 13.19% 14wide — 54.27%	Doublewides — 32.16% Expandables — .14% Special Built — .24%	1. 70'+ 2. 60'+ 3. 61'-69'	14wide 24wide 14wide	26.70% 21.98% 21.29%
Total MH Delivered—33,658			% of Total Projection—9.89%			

VIRGIN ISLANDS	% INCREASE % DECREASE	PRODUCT MIX		MOST POPULAR MODELS		
Virgin Islands 25 MH delivered	+ 31.58%	12wide — 90.91%	Doublewides — 9.09%	1. 65'-69' 2. {50'-54' / 55'-59' / 60'-64'}	12wide 12wide 12wide 12wide	36.36% 18.18%
Total MH Delivered—25			% of Total Projection—[illegible]%			

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RETAIL	MARKET	TRADE LO	TRADE HI
1966			
4165	1629	1170	1463
4345	1793	1141	1426
4125	2056	1322	1653
3113	1723	1113	1378
4100	1342	1179	1474
4515	2077	1326	1653
4515	2072	1326	1655
4720	2174	1381	1723
5120	2436	1553	1949
5120	2435	1559	1943
5155	2609	1669	2038
4193	1522	1230	1538
4431	1973	1262	1578
4515	1392	1263	1556
5040	2217	1413	1774
4245	1853	1192	1490
4545	1585	1272	1588
4555	2241	1434	1703
5070	2334	1494	1867
5915	2597	1662	2078
5555	2608	1669	2086
6120	2767	1771	2214
4125	1817	1163	1454
4735	2201	1409	1761
5125	2633	1685	2105
6535	3210	2054	2563
6335	3357	2149	2676
6735	3357	2149	2685
7695	3691	2362	2953
1965			
3638	1492	955	1194
3638	1492	955	1194
3848	1581	1012	1265
3908	1602	1026	1232
4239	1736	1111	1335
4230	1736	1111	1339
4286	1757	1125	1405
3989	1634	1045	1307
4556	1959	1254	1567
4051	2133	1365	1706
3608	1560	998	1248
4043	1659	1062	1327
4111	1653	1077	1345
4313	1763	1132	1415
4701	1929	1234	1543
4701	1929	1234	1543
4970	2038	1304	1630
4370	2039	1304	1630
4583	1971	1262	1577
4953	2087	1336	1670
5393	2313	1484	1855
3368	1381	884	1105
3638	1492	955	1194
3376	1625	1040	1300
4178	1713	1096	1373
3908	1602	1025	1282
4178	1797	1150	1438
4246	1827	1166	1458
4569	2144	1372	1715
5663	2662	1704	2130
5653	2662	1704	2130
6493	2924	1971	2339
6339	2973	1906	2383
6958	3123	2002	2503

CHAMPION (cont'd)

CONCORD

CONSTRUCTION FEATURES: Dual truss frame; Wall studs on 16" centers; Fiberglas insulation; 6" laminated rafters; Aluminum exterior; 1/4" interior paneling; Aluminum heat ducts in floor; House-type door; Conforms to ASA code standards for heating, plumbing, electrical

NAME OR MODEL NO	L	W	ROOM LOCATIONS	STANDARD COMPONENTS	SUGG RETAIL	MARKET	TRADE LO	TRADE HI
1973								
420	60	12	B w3 4 L K W B	P6 Fx Sc C Ful	5455	4418	2959	3711
422	60	12	L K B W B	P5 Fx Sc C Ful	5260	4264	2956	3692
424	60	12	K L B W B	P6 Fx Sc C Ful	5195	4203	2923	3535
402	65	12	B w3 4 L K B W B	P5 Fx Sc C Ful	6105	4325	3242	4053
404	65	12	L K B B W B	P6 Fx Sc C Ful	5845	4620	3105	3931
406	65	12	K L B B W B	P5 Fx Sc C Ful	5845	4620	3105	3931
407	65	12	B w3 4 L K W B	P6 Fx Sc C Ful	5780	4565	3053	3835
408	65	12	B w3 4 L K W B	P6 Fx Sc C Ful	5910	4664	3134	3918
410	65	12	L K B W B	P5 Fx Sc C Ful	5715	4513	3033	3791
412	65	12	K L B W B	P5 Fx Sc C Ful	5715	4513	3033	3791
414	60	14	L K B W B	P6 Fx Sc C Ful	5910	4664	3134	3918
432	60	14	K L B W B	P6 Fx Sc C Ful	5910	4664	3134	3918
433	60	14	B w3 4 L K W B	P6 Fx Sc C Ful	6105	4825	3242	4053
403	65	14	K L B W B	P6 Fx Sc C Ful	6365	5028	3379	4224
413	65	14	B w3 4 L K B W B	P5 Fx Sc C Ful	6550	5152	3462	4328
415	65	14	L K B B W B	P5 Fx Sc C Ful	6495	5095	3393	4264
419	65	14	L K B W B	P6 Fx Sc C Ful	6365	5028	3379	4224
425	65	14	B w3 4 L K W B	P6 Fx Sc C Ful	6560	5148	3332	4240
426	65	14	B w3 4 L K W B	P6 Fx Sc C Ful	6430	4954	3329	4161
431	65	14	K L B B W B	P5 Fx Sc C Ful	6495	5035	3393	4204
1972								
420	60	12	B w3 4 L K W B	P6 Fx Sc C Ful	5455	4030	2743	3436
422	60	12	L K B W B	P5 Fx Sc C Ful	5260	3848	2653	3316
424	60	12	K L B W B	P6 Fx Sc C Ful	5155	3835	2619	3273
402	65	12	B w3 4 L K B W B	P5 Fx Sc C Ful	6105	4459	2997	3745
404	65	12	L K B B W B	P6 Fx Sc C Ful	5845	4269	2853	3566
406	65	12	K L B B W B	P5 Fx Sc C Ful	5845	4269	2853	3566
407	65	12	B w3 4 L K W B	P6 Fx Sc C Ful	5780	4219	2835	3544
408	65	12	B w3 4 L K W B	P6 Fx Sc C Ful	5910	4309	2896	3620
410	65	12	L K B W B	P6 Fx Sc C Ful	5715	4170	2802	3503
412	65	12	K L B W B	P6 Fx Sc C Ful	5715	4170	2802	3503
414	60	14	L K B W B	P6 Fx Sc C Ful	5910	4309	2896	3620
432	60	14	K L B W B	P6 Fx Sc C Ful	5910	4309	2896	3620
433	60	14	B w3 4 L K W B	P5 Fx Sc C Ful	6105	4453	2997	3746
403	65	14	K L B W B	P6 Fx Sc C Ful	6365	4646	3122	3903
413	65	14	B w3 4 L K B W B	P6 Fx Sc C Ful	6590	4751	3193	3991
415	65	14	L K B B W B	P6 Fx Sc C Ful	6495	4515	3102	3877
419	65	14	L K B W B	P6 Fx Sc C Ful	6265	4646	3122	3903
425	65	14	B w3 4 L K W B	P6 Fx Sc C Ful	6560	4555	3128	3910
426	65	14	B w3 4 L K W B	P6 Fx Sc C Ful	6430	4568	3070	3837
431	65	14	K L B B W B	P6 Fx Sc C Ful	6495	4615	3102	3877
1971								
423, 424	60	12	K L B W B	Whg20 Sgo30 Fx F C D	5050	3492	2290	2863
422	60	12	L K B W B	Whg20 Sgo30 Fx F C D	5125	3539	2372	2932
417, 418	60	12	K L B B W B	Whg20 Sgo30 Fx F C D	5195	3595	2352	2940
420	60	12	B L K W B	Whg20 Sgo30 Fx F C D	5195	3595	2352	2940
416	60	12	L K B B W B	Whg20 Sgo30 Fx F C D	5260	3532	2302	2979
411, 412	65	12	K L B W B	Whg20 Sgo30 Fx F C D	5535	3753	2462	3077
410	65	12	L K B W B	Whg20 Sgo30 Fx F C D	5600	3789	2416	3107
405, 406	65	12	K L B B W B	Whg20 Sgo30 Fx F C D	5725	3835	2516	3145
403	65	12	B L K W B	Whg20 Sgo30 Fx F C D	5725	3835	2516	3145
404	65	12	L K B B W B	Whg20 Sgo30 Fx F C D	5755	3879	2545	3181
402	65	12	B w1.2 L K W B	Whg20 Sgo30 Fx F C D	5650	3825	2575	3219
1970								
Concord	60	12	L K(K L)B W B	P6 Fu Rte14 Fx Sr Cl	[illegible]	[illegible]	2907	3634
Concord	60	12	B L K W B	P6 Fu Rte14 Fx Sr Cl	[illegible]	4437	2907	3634
Concord	60	12	O K L B W B	P6 Fu Rte14 Fx Sr Cl	7395	4511	2959	3699
Concord	60	12	L K(K L)B B W B	P6 Fu Rte14 Fx Sr Cl	7395	4511	2959	3699
Concord	60	12	B L K B W B	P6 Fu Rte14 Fx Sr Cl	7395	4511	2959	3699
Concord	65	12	L K(K L)B W B	P6 Fu Rte14 Fx Sr Cl	7795	4599	3017	3771
Concord								

Room Locations	Standard Components	Sugg. Retail	Market	Trade Lo.	Trade Hi.
(cont'd)	(cont'd)			1970 ●	
B.L.K.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7795	4599	3017	3771
D.K.L.B.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7930	4679	3070	3837
L.K(K.L)B.S.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7930	4679	3070	3837
B.L.K.B.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7930	4679	3070	3837
L.D.K.W.B.B	P22,Fu,Whe42,Fx,Sr,Cl	8450	5499	3607	4509
L.D.K.W.B.B.B	P22,Fu,Whe42,Fx,Sr,Cl	8590	5564	3663	4579
L.N.D.K.U.W.B.B	P22,Fu,Whe42,Fx,Sr,Cl	9125	5931	3890	4863
L.D.K.U.W.B.B.B	P22,Fu,Whe42,Fx,Sr,Cl	9260	6019	3949	4936
L.N.D.K.U.W.B.B.B	P22,Fu,Whe42,Fx,Sr,Cl	9790	6364	4174	5218
L.D.K.U.W.B.B.B.B	P22,Fu,Whe42,Fx,Sr,Cl	9790	6364	4174	5218
L.K(K.L)B.W.B	P6,Re13,Fx,Cl	4990	3062	2009	2511
B.L.K.W.B	P6,Re13,Fx,Cl	4860	3052	2009	2511
B.L.K.B.W.B	P6,Re13,Fx,Cl	4930	3144	2062	2578
L.K(K.L)B.W.B	P6,Re13,Fx,Cl	5730	3648	2393	2991
B.L.K.W.B	P6,Re13,Fx,Cl	5730	3649	2393	2991
D.K.L.B.W.B	P6,Re13,Fx,Cl	5925	3733	2449	3061
L.K(K.L)B.B.W.B	P6,Re13,Fx,Cl	5925	3733	2449	3061
B.L.K.B.W.B	P6,Re13,Fx,Cl	5975	3733	2449	3061
L.K(K.L)B.B.B.W.B	P6,Re13,Fx,Cl	6060	3818	2505	3131
B.L.K.B.B.W.B	P6,Re13,Fx,Cl	6060	3818	2505	3131
L.K(K.L)B.W.B	P6,Re13,Fx,Cl	6260	3819	2506	3132
B.L.K.W.B	P6,Re13,Fx,Cl	6330	3898	2557	3196
D.L.K.B.W.B	P6,Re13,Fx,Cl	6525	3850	2526	3157
L.K(K.L)B.B.W.B	P6,Re13,Fx,Cl	6330	3898	2557	3195
B.L.K.B.W.B	P6,Re13,Fx,Cl	6330	3898	2557	3195
D.K.L.B.B.W.B	P6,Re13,Fx,Cl	6525	3850	2526	3157
L.K(K.L)B.B.B.W.B	P6,Re13,Fx,Cl	6525	3850	2526	3157
B.L.K.B.B.W.B	P6,Re13,Fx,Cl	6525	3850	2526	3157
L.K(K.L)B.W.B	P18,Fx,Cl,Sw	4990	3044	1937	2495
L.K(K.L)B.W.B	P18,Fx,Cl,Sw	4990	3044	1937	2496
B.L.K.W.B	P18,Fx,Cl,Sw	4990	3044	1997	2496
L.K(K.L)B.W.B	P18,Fx,Cl,Sw	5260	3314	2174	2717
B.L.K.W.B	P18,Fx,Cl,Sw	5260	3314	2174	2717
K.L.B.B.W.B	P18,Fx,Cl,Sw	5390	3396	2228	2785
B.L.K.B.W.B	P18,Fx,Cl,Sw	5390	3396	2228	2785
L.K(K.L)B.W.B	P18,Fx,Cl,Sw	5560	3506	2339	2924
B.L.K.W.B	P18,Fx,Cl,Sw	5560	3506	2339	2924
K.D(D.K.L)B.W.B	P18,Fx,Cl,Sw	5730	3648	2393	2991
[illegible]	P18,Fx,Cl,Sw	5730	3648	2392	2991
B.L.K.B.W.B	P18,Fx,Cl,Sw	5730	3648	2393	2991
L.K(K.L)B.W.B	P18,Fx,Cl,Sw	6060	3818	2505	3131
B.L.K.W.B	P18,Fx,Cl,Sw	6060	3818	2505	3131
L.D(D.K.L)B.W.B	P18,Fx,Cl,Sw	6190	3900	2558	3198
K(K.L)B.B.W.B	P18,Fx,Cl,Sw	6190	3900	2558	3198
B.L.K.B.W.B	P18,Fx,Cl,Sw	6190	3900	2558	3198
D.K.B.B.W.B	P18,Fx,Cl,Sw	6775	4102	2691	3364
K(K.L)B.B.B.W.B	P18,Fx,Cl,Sw	6325	3985	2614	3268
L.K.B.B.W.B	P18,Fx,Cl,Sw	6325	3985	2614	3268
K.L(B.W.B	P6,Fx	4590	2892	1897	2371
K.K.L)B.W.B	P6,Fx	5025	3224	2102	2627
K.K.L)B.B.W.B	P6,Fx	[illegible]	3295	2162	[illegible]
K.K.L.B.W.B	P6,Re13,Fx,Cl	6664	4073	2675	3344
K(K.L)B.B.W.B	P6,Re13,Fx,Cl	6624	4163	2731	3414
K(K.L)B.W.B	P6,Re13,Fx,Cl	7214	4260	2734	[illegible]
K(K.L)B.B.W.B	P6,Re13,Fx,Cl	7344	4331	2841	[illegible]
K(K.L)B.W.B	P6,Re13,Fx,Cl	4094	2576	1692	[illegible]
L.K.W.B	P6,Re13,Fx,Cl	4095	2578	1691	[illegible]
[illegible]	P6,Re13,Fx,Cl	[illegible]	2578	[illegible]	[illegible]

CHAMPION (cont'd)

CONCORD (cont'd)

Name or Model No	L	W	Room Locations	Standard Components	Sugg. Retail	Market	Trade Lo.	Trade Hi.
● 1970				(cont'd)			1970 ●	
Richmond	55	12	L.K(K.L)B.W.B	P6,Re13,Fx,Cl	4555	2863	1882	2353
Richmond	55	12	B.L.K.W.B	P6,Re13,Fx,Cl	4555	2863	1882	2353
Richmond	55	12	B.L.K.B.W.B	P6,Re13,Fx,Cl	4718	2972	1950	2437
Richmond	60	12	L.K(K.L)B.W.B	P6,Re13,Fx,Cl	5075	3194	2095	2619
Richmond	60	12	D.K.L.B.B.W.B	P6,Re13,Fx,Cl	5238	3298	2163	2704
● 1969							1969 ●	
Concord	60	12	L.K(K.L)B.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7065	3956	2563	3204
Concord	60	12	B.L.K.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7065	3956	2563	3204
Concord	60	12	D.K.L.B.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7195	4029	2610	3263
Concord	60	12	L.K(K.L)B.B.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7195	4029	2610	3263
Concord	60	12	B.L.K.B.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7195	4029	2610	3263
Concord	65	12	L.K(K.L)B.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7535	4101	2658	3322
Concord	65	12	B.L.K.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7535	4101	2658	3322
Concord	65	12	D.K.L.B.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7730	4174	2705	3381
Concord	65	12	L.K(K.L)B.B.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7730	4174	2705	3381
Concord	65	12	B.L.K.B.W.B	P6,Fu,Rte14,Fx,Sr,Cl	7730	4174	2705	3381
Manor Home 501	43	24	L.D.K.W.B.B	P22,Fu,Whe42,Fx,Sr,Cl	8250	4956	3211	4014
Manor Home 502	43	24	L.D.K.W.B.B.B	P22,Fu,Whe42,Fx,Sr,Cl	8330	5004	3262	4078
Manor Home 503	53	24	L.N.D.K.U.W.B.B	P22,Fu,Whe42,Fx,Sr,Cl	8925	5355	3470	4338
Manor Home 504	53	24	L.D.K.U.W.B.B.B	P22,Fu,Whe42,Fx,Sr,Cl	9060	5436	3522	4403
Manor Home 505	60	24	L.N.D.K.U.W.B.B.B	P22,Fu,Whe42,Fx,Sr,Cl	9590	5754	3729	4661
Manor Home 506	60	24	L.D.K.U.W.B.B.B.B	P22,Fu,Whe42,Fx,Sr,Cl	9590	5754	3729	4661
Mt. Vernon	50	12	L.K(K.L)B.W.B	P6,Re13,Fx,Cl	4560	2703	1751	2189
Mt. Vernon	50	12	B.L.K.W.B	P6,Re13,Fx,Cl	4560	2703	1751	2189
Mt. Vernon	50	12	B.L.K.B.W.B	P6,Re13,Fx,Cl	4730	2778	1800	2250
Mt. Vernon	60	12	L.K(K.L)B.W.B	P6,Re13,Fx,Cl	5590	3242	2101	2626
Mt. Vernon	60	12	B.L.K.W.B	P6,Re13,Fx,Cl	5590	3242	2101	2626
Mt. Vernon	60	12	D.K.L.B.W.B	P6,Re13,Fx,Cl	5725	3321	2152	2690
Mt. Vernon	60	12	L.K(K.L)B.B.W.B	P6,Re13,Fx,Cl	5725	3321	2152	2690
Mt. Vernon	60	12	B.L.K.B.W.B	P6,Re13,Fx,Cl	5725	3321	2152	2690
Mt. Vernon	60	12	L.K(K.L)B.B.B.W.B	P6,Re13,Fx,Cl	5860	3399	2202	2753
Mt. Vernon	60	12	B.L.K.B.B.W.B	P6,Re13,Fx,Cl	5860	3399	2202	2753
Mt. Vernon	65	12	L.K(K.L)B.W.B	P6,Re13,Fx,Cl	6050	3364	2159	2719
Mt. Vernon	65	12	B.L.K.W.B	P6,Re13,Fx,Cl	6100	3465	2245	2807
Mt. Vernon	65	12	D.L.K.B.W.B	P6,Re13,Fx,Cl	6325	3542	2295	2869
Mt. Vernon	65	12	L.K(K.L)B.B.W.B	P6,Re13,Fx,Cl	6190	3466	2246	2807
Mt. Vernon	65	12	B.L.K.B.W.B	P6,Re13,Fx,Cl	6190	3466	2246	2807
Mt. Vernon	65	12	D.K.L.B.B.W.B	P6,Re13,Fx,Cl	6325	3542	2295	2869
Mt. Vernon	65	12	L.K(K.L)B.B.B.W.B	P6,Re13,Fx,Cl	6325	3542	2295	2869
Mt. Vernon	65	12	B.L.K.B.B.W.B	P6,Re13,Fx,Cl	6325	3542	2295	2869
Titan	46	12	L.K(K.L)W.B	P18,Fx,Cl,Sw	4790	2682	1738	2172
Titan	45	12	L.K(K.L)B.W.B	P18,Fx,Cl,Sw	4790	2682	1738	2172
Titan	45	12	B.L.K.W.B	P18,Fx,Cl,Sw	4790	2682	1738	2172
Titan	52	12	L.K(K.L)B.W.B	P18,Fx,Cl,Sw	5050	2935	1902	2377
Titan	52	12	B.L.K.W.B	P18,Fx,Cl,Sw	5050	2935	1902	2377
Titan	52	12	K.L.B.B.W.B	P18,Fx,Cl,Sw	5190	3010	1950	2438
Titan	52	12	B.L.K.B.W.B	P18,Fx,Cl,Sw	5190	3010	1950	2438
Titan	56	12	L.K(K.L)B.W.B	P18,Fx,Cl,Sw	5450	3167	2052	2565
Titan	56	12	B.L.K.W.B	P18,Fx,Cl,Sw	5450	3167	2052	2565
Titan	56	12	K.D(D.K.L)B.W.B	P18,Fx,Cl,Sw	5590	3242	2101	2626
Titan	56	12	L.K(K.L)B.B.W.B	P18,Fx,Cl,Sw	5590	3242	2101	2626
Titan	56	12	B.L.K.B.W.B	P18,Fx,Cl,Sw	5590	3242	2101	2626
[illegible]	60	12	L.K(K.L)B.W.B	P18,Fx,Cl,Sw	5860	3399	2202	2753
[illegible]	60	12	B.L.K.W.B	P18,Fx,Cl,Sw	5860	3399	2202	2753
[illegible]	60	12	[illegible] B.W.B	P18,Fx,Cl,Sw	5990	3474	2251	2814
[illegible]	[illegible]	12	[illegible] B.B.W.B	P18,Fx,Cl,Sw	5990	3474	2251	2814
[illegible]	[illegible]	12	[illegible]	P18,Fx,Cl,Sw	5990	3474	2251	2814
[illegible]	[illegible]	12	[illegible] B.W.B	P18,Fx,Cl,Sw	6525	3951	2368	2960

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SKYLINE (cont'd)

SKYLINE (cont'd)

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NAME OR MODEL NO.	L	W	ROOM LOCATIONS	STANDARD COMPONENTS	SUGG. RETAIL	MARKET	TRADE LO	TRADE HI
Manor	60	14	BLKWB	P2	7830	4275	2732	3437
Manor	60	14	LKKLIBBWB	P2	9020	4331	2841	3551
Manor	60	14	BLKBWB	P2	8020	4331	2841	3551
Manor	60	14	DKLBWB	P2	8135	4737	2620	[illegible]
Manor	60	14	KuLBWB	P2	8155	4403	2608	3610
Manor	60	14	J&JLKBWB	P2	8155	4403	[illegible]	3610
Manor	64	14	LKKLBWB	P2	8430	4576	3035	3761
Manor	64	14	BLKWB	P2	8430	4584	3079	3761
Manor	64	14	LKKLBBWB	P2	[illegible]	[illegible]	3051	[illegible]
Manor	64	14	BLKBWB	P2	8420	[illegible]	3051	[illegible]
Manor	64	14	DKLBWB	P2	8735	4724	3056	3870
Manor	64	14	KuLBWB	P	8725	4775	3038	3873
Manor	64	14	J&JLKBWB	P2	8755	4723	3056	3873
Manor	64	14	DKLBBWB	P2	8475	4733	3144	3930
Manor	68	14	LKKLIBWB	P2	9000	4343	3213	4024
Manor	68	14	BLKWB	P2	8070	4507	[illegible]	4024
Manor	68	14	LKKLIBBWB	P2	9120	4557	3252	4035
Manor	68	14	BLKBWB	P2	9120	4802	3258	4035
Manor	68	14	DKLBWB	P2	9735	5041	3307	4134
Manor	68	12	KuLBWB	P2	[illegible]	5114	3115	[illegible]
Manor	68	14	J&JLKBWB	P2	9155	5154	3275	4133
Manor	68	14	DKLBBWB	P2	9355	5154	3315	4144
Manor	35	20	LWBK	P2 Ful	5500	4185	2748	3435
Manor	36	20	LWBSK	P2 Ful	6375	4183	2748	3435
Manor	44	20	LKWBB	P2 Ful	8135	[illegible]	3202	4002
Manor	52	20	LKKWBWB	P2 Ful	8620	5215	3412	4277
Manor	56	20	LDKWBWB	P2 Ful	9351	5545	3633	4548
Manor	60	20	LDKWBWB	P2 Ful	11100	6034	3748	4917
Manor	60	20	LDKBWBWB	P2 Ful	10160	6034	3703	4537
Manor	44	24	LDKWBB	P2 Ful	6730	5777	3458	4322
Manor	52	24	LDKWBB	P2 Ful	[illegible]	5532	3141	4023
Manor	56	24	LDKWBB	P2 Ful	10470	[illegible]	4010	5174
Manor	56	24	LDKWBDB	P2 Ful	[illegible]	6433	4033	5124
Manor	60	24	LDKWBB	P2 Ful	11530	5735	4453	5573
Manor	60	24	LDKWBBB	P2 Ful	11300	[illegible]	4453	5573
Fifth Avenue	52	12	LDKKDLWB	P2	4450	[illegible]	1643	2073
Fifth Avenue	52	12	LKKLBWB	P2	4530	[illegible]	1643	2054
Fifth Avenue	60	12	LKKLmWB	P2	5720	[illegible]	2173	2774
Fifth Avenue	60	12	LDKKDLDKLBWB	P2	5953	3700	2220	2765
Fifth Avenue	60	12	KuLBWB	P2	5953	3755	2220	2785
Fifth Avenue	64	12	LKKLIBWB	P2	6020	3640	2202	2763
Fifth Avenue	64	12	LDKKDLDKLIBWB	P2	6453	3403	2265	2775
Fifth Avenue	64	12	KuLBWB	P2	6457	3423	2285	2775
Fifth Avenue	64	12	DKKDLBBWB	P2	6687	3557	2334	2917
Fifth Avenue	68	12	LKKLIBWB	P2	6920	3734	2450	3062
Fifth Avenue	68	12	LDKKDLDKLIBWB	P2	7165	3608	2508	3172
Fifth Avenue	68	12	KuLBWB	P2	7165	3634	2533	3172
Fifth Avenue	68	12	DKKDLBBWB	P2	7125	[illegible]	[illegible]	[illegible]
Fifth Avenue	70	12	LKBWB	P2	7220	3622	2573	3216
Fifth Avenue	70	12	LDKKDLDKLIBWB	P2	7515	4005	2601	3225
Fifth Avenue	70	12	KuLBWB	P2	7515	4055	2601	3225
Fifth Avenue	70	12	DKKDLBBWB	P2	7500	4093	2630	3247
Fifth Avenue	60	14	LKBWB	P2	6850	3724	2447	3034
Fifth Avenue	60	14	BLKWB	P2	7330	3774	2447	3054
Fifth Avenue	60	14	DKKDLBWB	P2	7135	3649	2575	3155
Fifth Avenue	60	14	KuLBWB	P2	7135	3818	2575	3155
Fifth Avenue	64	14	LKBWB	P2	7430	4045	2654	3317
Fifth Avenue	64	14	BLKWB	P2	7430	4035	2654	3317
Fifth Avenue	64	14	DKKDLBWB	P2	7755	4179	2742	3427
Fifth Avenue	64	14	KuDLBWB	P2	7725	4179	2742	3427
Fifth Avenue	68	14	LKKLIBWB	P2	8030	4465	2664	3530
Fifth Avenue	68	14	BLKWB	P2	8030	4765	2664	3530
Fifth Avenue	68	14	DKKDLBWB	P2	8335	4500	2752	3630
Fifth Avenue	68	14	KuDLBWB	P2	8330	4500	2752	3630

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SKYLINE (cont'd)

SKYLINE (cont'd)

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NAME OR MODEL NO.	L	W	ROOM LOCATIONS	STANDARD COMPONENTS	SUGG. RETAIL	MARKET	TRADE LO	TRADE HI
Skyvilla	48	12	LKWB	P2	4105	2031	1257	1636
Skyvilla	52	12	LDKKDLDKLIBWB	P2	4757	2524	1535	2044
Skyvilla	52	12	LKKLIBWB	P2	4757	2524	1635	2044
Skyvilla	52	12	BLKWB	P2	4757	2524	1535	2044
Skyvilla	56	12	LDKKDLDKLIBWB	P2	5405	2653	1859	2324
Skyvilla	56	12	LKKLIBWB	P2	5405	2659	1859	2324
Skyvilla	56	12	BLKWB	P2	5405	2653	1853	2324
Skyvilla	56	12	DKLBWB	P2	[illegible]	[illegible]	1670	2338
Skyvilla	57	12	LKKLIBWB 43	P2	6055	2265	2077	2536
Skyvilla	60	12	BLKWB	P2	6055	2265	2077	2536
Skyvilla	60	12	DKLDLKLIBWB	P2	6030	3223	2089	2511
Skyvilla	60	12	LKKLIBBWB	P2	6030	3223	2039	2511
Skyvilla	60	12	BLKBWB	P2	5035	3223	2083	2511
Skyvilla	60	12	KuLBWB	P2	6223	3301	2135	2674
Skyvilla	64	12	LKKLIBWB	P2	6740	3300	2138	2673
Skyvilla	64	12	BLKWB	P2	6740	3300	2138	2673
Skyvilla	64	12	DKLBWB	P2	6775	3315	2148	2635
Skyvilla	64	12	LKKLIBBWB	P2	6775	3315	2148	2635
Skyvilla	64	12	BLKBWB	P2	5775	3315	2143	2635
Skyvilla	64	12	KuDLBWB	P2	6810	3332	2153	2633
Palm Springs	44	12	LKKLWB	P2	3790	1932	1252	1565
Palm Springs	44	12	LKKLIBWB	P2	3790	1932	1252	1565
Palm Springs	44	12	BLKWB	P2	3790	1932	1252	1565
Palm Springs	48	12	LKKLIBWB	P2	3355	2013	1308	1635
Palm Springs	48	12	LKKLIBWB	P2	3355	2019	1308	1635
Palm Springs	48	12	BLKWB	P2	3355	2013	1308	[illegible]
Palm Springs	56	12	LKKLIBWB	P2	4057	2146	1330	1738
Palm Springs	56	12	LKKLIBWB	P2	4057	2143	1330	1738
Palm Springs	56	12	BLKWB	P2	4057	2148	1330	1738
Palm Springs	52	12	LDKKDLDKLIBWB	P2	4420	2343	1518	1893
Palm Springs	52	12	LKKLIBWB	P2	4476	2343	1518	1893
Palm Springs	52	12	BLKWB	P2	4420	2343	1518	1898
Palm Springs	55	12	LKKLIBWB	P2	4750	2514	1623	2036
Palm Springs	55	12	LKKLIBWB	P2	4750	2514	1629	2036
Palm Springs	55	12	BLKWB	P2	4750	2514	1623	2036
Palm Springs	60	12	LKKLIBWB	P2	5027	2702	1751	2179
Palm Springs	60	12	BLKWB	P2	5193	2702	1751	2189
Palm Springs	60	12	BwLZLKWB	P2	5254	2704	1804	2255
Palm Springs	60	12	DKLBWB	P2	5223	2770	1795	2244
Palm Springs	60	12	LKKLIBBWB	P2	5223	2770	1795	2244
Palm Springs	60	12	BLKBWB	P2	5223	2770	1795	2244
Palm Springs	60	12	J&JLKBWB	P2	5356	2808	1833	2290
Palm Springs	64	12	LKKLIBWB	P2	5620	2902	1821	2351
Palm Springs	64	12	BLKWB	P2	5590	2902	1881	2351
Palm Springs	64	12	LKKLIBBWB	P2	5823	2563	1923	2404
Palm Springs	64	12	BLKBWB	P2	5823	2558	1923	2404
Palm Springs	64	12	DKLBWB	P2	5823	2558	1923	2404
Palm Springs	64	12	J&JLKBWB	P2	5956	3031	1955	2457
Palm Springs	68	12	LKKLIBWB	P2	6230	3205	2077	2536
Palm Springs	68	12	BLKWB	P2	6230	3205	2077	2535
Palm Springs	68	12	LKKLIBBWB	P2	6120	3148	2040	2550
Palm Springs	68	12	BLKBWB	P2	6420	3148	2040	2550
Palm Springs	68	12	DKLBWB	P2	6225	3201	2074	2593
Palm Springs	68	12	J&JLKBWB	P2	6555	3213	2052	2603
[illegible]	57	14	LKKLIBWB	P2	5590	2850	1947	2309
[illegible]	56	14	BLKWB	P2	5590	2850	1847	2309
[illegible]	60	14	LKKLIBWB	P2	6250	3197	2072	2590
[illegible]	60	14	BLKWB	P2	6250	3197	2072	2590
[illegible]	60	14	LKKLIBWB	P2	6790	3257	2110	2638
[illegible]	60	14	BLKBWB	P2	6300	3257	2110	2638
[illegible]	60	14	DKLBWB	P2	6225	3125	2062	2578
[illegible]	60	14	KuLBWB	P2	6525	3195	2070	2588
[illegible]	60	14	J&JLKBWB	P2	6525	3195	2070	2588
[illegible]	64	14	LKKLIBWB	P2	6960	3361	2178	2722

Shareholder Report

NINE MONTH REPORT
(August 1, 1972 to April 30, 1973)

Rex-Noreco, Inc.

June 14, 1973

A number of factors have contributed to the decline in operating earnings for the above period. Details appear within center fold. Omitting the gains or losses on sales of securities and provision for market decline, the Company reported for the nine months net income after taxes of $801,798 as compared to $1,354,278 for the same period last year; adding the non-recurring net income from the sale of our mobile home park and a related sales center, the Company shows a net income after taxes of $951,726 or $.36 per share compared to $.51 per share last year.

Other financial highlights are:

- The Company is still reporting substantial operating income.
- Revenues have increased by 10%.
- The Company has very sizeable short-term lines of credit at "prime" rate.
- The Company has a working capital ratio of 2.4 to 1. Of the total assets of $32,306,838 the sum of $19,587,762 consists of cash, certificates of deposit or cash equivalents.

To emphasize the fundamentally sound financial position of the Company and its subsidiaries, management decided to make adjustments in the financial statements for the above period for the declines that have occurred in the market value of marketable securities owned by the Company. The securities involved consisted principally of Skyline Corp. and Champion Home Builders Co., the two leaders in the mobile home industry. Management presently intends to retain the securities with the expectation of their ultimate appreciation above present market levels. Adjustment for the past declines is conservative and will facilitate evaluation of the Company's operating performance in future periods, and should increase investor confidence in the Company. We, in no way are "bearish" about the Mobile Home Industry's future outlook, or the forecast for the Company. Our next fiscal year should not be subjected to:

(1) the severe competitive pressures of newly-formed service companies offering questionable non-recourse mobile home paper to lenders during a "loose and liberal" money market; and

(2) the increasing expenses incurred in establishing a strong market penetration in the western and southwestern states.

In planning for its next fiscal year your management:

- has re-affirmed its long-standing policy to recommend for purchase, or purchase quality recourse mobile home paper;
- will broaden the services it offers;
- will increase its RFC mortgage banking facility (in two years RFC has purchased $38 million in retail mobile home contracts and so far has sold off about $31 million to leading banking institutions);
- will become over the next few years the only national mobile home servicer and mobile home mortgage banker in existence.

According to the American Bankers Association, nearly 10% of the $60 billion in commercial bank instalment loans outstanding at the end of 1972 were in mobile home loans and mobile homes now account for 75% of all single-family housing, costing less than $20,000.

On November 16, 1973 we start our 18th year as a mobile home finance and insurance specialist and feel as optimistic towards the future of the Mobile Home Industry and our growth, as in each of our preceding business years.

REVENUES AND EARNINGS*

	Nine Months Ended April 30			
	1973		1972	
	Per Share		Per Share	
Revenues		$ 8,493,096		$7,724,950
Income before items shown below	$ .30	801,798	$.51	1,354,278
Gain/(Loss) on sale of investments including in 1973 provision for market decline of $3,669,762, less related taxes	(1.30)	(3,481,048)	.11	310,809
Income/(Loss) before extraordinary credit	(1.00)	(2,679,250)	.62	1,665,087
Extraordinary credit from sale of mobile home park and sales center, less related taxes	.06	149,928	—	—
Net Income/(Loss)	$ (.94)	$(2,529,322)	$.62	$1,665,087
Weighted average number of shares of common stock adjusted for 2% stock dividend paid January 29, 1973		2,680,642		2,672,469

* See comment on reverse side.

Exh. I 350

Consolidated Statements of Income and Retained Earnings

For the Years Ended July 31, 1973-1972

	1973	1972
Income:		
Service income—net of provision for refundable service income of $283,601 and $589,012—Note A	$1,056,012	$2,268,569
Insurance agency commissions—net—Note A	338,780	505,429
Participation in underwriting gains—net—Notes A and G-3	357,105	312,220
Life and accident and health insurance premiums earned—Notes A and G-5	4,807,078	3,636,678
Finance income—Note A	833,666	774,806
Mobile home sales	1,933,467	1,717,098
Interest and dividends	716,149	622,923
Other	51,819	69,790
	10,094,875	9,907,513
Expenses:		
Cost of mobile home sales	1,986,119	1,505,672
General and administrative expenses, including provision for credit losses of $54,892 and $80,717	2,574,758	2,417,025
Life and accident and health insurance benefits	1,848,728	1,200,950
Life and accident and health insurance underwriting expenses—Note A	2,633,180	1,697,595
Interest expense	300,354	83,870
	9,343,148	6,985,142
	751,728	2,922,371
Net gain/(loss) on sales of marketable securities and provision for market decline of $2,768,882 and $616,669	(3,717,925)	272,545
Income/(loss) before items shown below	(2,966,197)	3,194,916
Provision/(credit) for Federal income taxes—Note A:		
Current	(85,175)	1,721,025
Deferred	131,950	(458,253)
	46,775	1,263,372
Income/(loss) before extraordinary credit	(3,012,972)	1,931,544
→ Extraordinary credit—gain on sales of mobile home park and sales center, less related Federal income taxes of $61,568	143,660	—
Net income/(loss)—Note F	(2,869,312)	1,931,544
Retained Earnings at beginning of the year—as restated—Note F	6,827,884	4,896,340
	3,958,572	6,827,884
Less 2% Stock dividend	303,889	
Retained Earnings at end of the year	$3,649,683	$6,827,884
Per share data—Note G-8:		
Income/(loss) before extraordinary credit	$(1.12)	$.72
Extraordinary credit	.05	—
Net income/(loss)	$(1.07)	$.72

The accompanying notes are an integral part of these statements.

Exh II

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EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JAN

352

Points of Interest

1 Beaverkill Campsite 5B
2 Beaverkill Covered Bridge 5B
3 Vantran Covered Bridge 4B
4 State Fish Hatchery 6B
5 [illegible] Covered Bridge 6C
6 Hans Mills Covered Bridge 7C
7 [illegible] Mountain (Sullivan's highest) 8C
8 [illegible] Tower 5H
9 [illegible] of the Americas 6H
10 [illegible] 2D
11 [illegible] Bridge 3E
12 [illegible] Park 6E
13 Monticello Raceway 6E
14 Sullivan Co. Historical Museum 6F
15 [illegible] Fishing Preserve 4G
16 [illegible] Park 4E
19 Roebling Bridge (old aqueduct) 3H
20 Minisink Battleground Memorial Park 3H
21 Ten Mile River Boy Scout Camp 3F
22 Andy Gugers Game Farm 4G
23 Old locks & bed of D & H Canal 5F
24 Lakeside Fishing Preserve 5C

Airfields

1 Livingston Manor 5C
2 Liberty 6D
3 Monticello 6E
4 Wurtsboro 5F
5 Skytop 7C
6 SULLIVAN CO. INTERNAT'L AIRPORT 5E

Golf Courses

1 Lake Jeanette 4C
2 [illegible] Country Club .... [illegible]
4 Sunny Hills 7E
5 Sullivan County Golf & C.C. 5D
6 [illegible] 6D
7 Kutshers 6E
8 Columbia 6E
9 Tarry Brae 7E
10 Lochmor 7D
11 Pines 7E
12 Stevens 7E
13 Concord 7E
14 Smallwood 5F
15 Laurels 6F
16 Twin Village 4B
17 Tennanah Lake 3C
18 Island Glen 4E
19 Homowack .... [illegible]

Skiing Facilities

1 Columbia .... [illegible]
2 Pines .... [illegible]
3 Grossingers .... [illegible]
4 Concord .... [illegible]
5 Big Vanilla .... [illegible]
6 Homowack .... [illegible]
7 [illegible] Mountain .... [illegible]
8 Laurels .... [illegible]
9 Kutshers .... [illegible]
10 Hillside .... [illegible]

NEW YORK STATE BOAT LAUNCHING SITES:

White Lake – Route 55, in Kauneonga Lake
Delaware River – In Narrowsburg, Callicoon and Cochecton

Post Offices

Barryville 4H	Ferndale 6D	Kauneonga Lake 5E	Mountaindale 8E	South Fallsburg 7E
Bethel 4E	Fosterdale 5E	Kenoza Lake 5F	Narrowsburg 2F	Summitville 9F
[illegible] .... [illegible]	Fremont Center 2C	Kiamesha Lake 7E	Neversink 7C	Swan Lake 6D
[illegible] .... [illegible]	Glen Spey 5H	Lake Huntington 3E	North Branch 3D	Thompsonville .... [illegible]
[illegible] .... [illegible]	Glen Wild 7F	Lew Beach 6A	Obernburg 2E	Westbrookville .... [illegible]
[illegible] Center .... [illegible]	Grahamsville 8C	Liberty 6D	Parksville 5C	White Lake 5E
[illegible] 6C	Hankins 2D	Livingston Manor 5C	Phillipsport 9F	White Sulphur Springs 5D
[illegible] .... [illegible]	Hortonville 6E	Loch Sheldrake 7D	Pond Eddy 5H	Woodbourne 7D
[illegible] Center 3F	Hurleyville 4G	Long Eddy 1C	Rock Hill 7F	Woodridge 8E
[illegible] 7H	[illegible] 2D	Mileses 7C	Roscoe 4B	Wurtsboro 9E
[illegible] 4G	Hurleyville 6E	Monticello 6F	Saint Josephs 6G	Youngsville 4E
[illegible] 7E	Jeffersonville 3D	Mongaup Valley 5E	Smallwood 5F	Yulan 3G

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

---x

REX-NORECO, INC.,

Plaintiff,

74 Civ. 1728 (MEL)

-vs.-

ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR, INC., and ADAM FILIPOWSKI,

Defendants.

---x

S I R S:

PLEASE TAKE NOTICE, that upon the annexed affidavit of Jeffrey A. Fillman, Esq., sworn to February 27, 1975, and the Exhibits annexed hereto, and upon all of the pleadings and proceedings heretofore held herein, the undersigned hereby moves the Court for an Order (1) adjudicating that defendant Isidore Goodstein acted in contempt of the Preliminary Injunction entered by the Court on May 20, 1974 (the "Order"), (2) adjudicating that defendant Adam Filipowski acted in contempt of the Order, (3) awarding damages to plaintiff by reason of the said contempts of the Order by defendants Goodstein and Filipowski, and (4) awarding additional damages to plaintiff for the contempt of the Order by defendant Parksville Mobile Modular Housing, Inc.

Yours, etc.,

FINLEY, KUMBLE, HEINE,
UNDERBERG & GRUTMAN

Dated: New York, New York
February 27, 1975

By______________________
Jeffrey A. Fillman
A Member of the Firm
Attorneys for Plaintiff
Rex-Noreco, Inc.
477 Madison Avenue
New York, New York 10022
(212) 371-5900

TO: John F. Martin, Esq.
Attorney for Defendants
Adam I. Filipowski and
Parksville Mobile Modular, Inc.
342 Madison Avenue
Suite 912
New York, New York 10017

Mark E. Arroll, Esq.
Attorney for Defendant
Isidore Goodstein
261 Broadway
New York, New York 10007

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
--x

REX-NORECO, INC.,

Plaintiff,

-vs.-

74 Civ. 1728 (MEL)

ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR, INC., and ADAM FILIPOWSKI,

Defendants.
--x

AFFIDAVIT IN SUPPORT OF MOTION TO HOLD DEFENDANTS GOODSTEIN AND FILIPOWSKI IN CONTEMPT AND FOR ADDITIONAL DAMAGES FOR CONTEMPT AGAINST DEFENDANT PARKSVILLE

STATE OF NEW YORK)
SS.:
COUNTY OF NEW YORK)

JEFFREY A. FILLMAN, being duly sworn, deposes and says:

1. I am a member of the firm of Finley, Kumble, Heine, Underberg & Grutman, attorneys for plaintiff in the within action. I have been responsible for my firm's representation of plaintiff during the entire course of said action and I am familiar with the facts hereinafter set forth.

2. On May 20, 1974, this Court entered an Order for a Preliminary Injunction (the "Order") restraining defendants Isidore Goodstein ("Goodstein") and Parksville Mobile Modular, Inc. ("Parksville"), individually and collectively until final determination of the action from directly or indirectly in any way:

"(a) engaging in the sale of mobile homes, directly or indirectly, from defendants' present sales location located in or about Parksville, Sullivan County, New York, or from any other location within a 200 mile radius of Loch Sheldrake, except that the terms of this Order for Preliminary Injunction shall not be effective as respects performance of any contracts for the sale of mobile homes made by the defendants prior to the making of this Order or to delivery of any mobile home pursuant thereto;

(b) performing or commiting advertising, servicing, or financing of the sale of mobile homes at Loch Sheldrake, or insuring mobile homes or the lives of mobile home purchasers as an incident to the sale of mobile homes in Loch Sheldrake, Sullivan County, New York; . . ." (Emphasis added)

3. Pursuant to its terms, the Order became effective on June 4, 1974.

4. By an Order to Show Cause dated August 21, 1974 plaintiff moved the Court for an Order Adjudicating Defendants Goodstein and Parksville to be held in Contempt of the Order based upon the fact that Parksville continued to engage in the sale of mobile homes from its Parksville, New York location after May 20, 1974. By that Motion plaintiff also sought an award of damages against Goodstein and Parksville resulting from the contempts of the Order. At a hearing held before the Court on August 28, 1974, pursuant to inquiry by the Court, plaintiff represented to the Court that it would not press for an adjudication that Goodstein had been in contempt of the Order in the event that full and satisfactory relief from said contempt were

obtained in conjunction with an adjudication that Parksville had been in contempt of the Order. At the time of the August 28, 1974 hearing, plaintiff had not had an opportunity to inspect Parksville's books of account or other records concerning its sales and had not had an opportunity through discovery to ascertain in detail the nature of Parksville's activities after May 20, 1974.

5. By a Memorandum dated September 13, 1974 the Court found it "indisputable" that Parksville had been in contempt of the Order. By an Order dated November 7, 1974, Parksville was held in contempt of the Order and was ordered to pay attorneys' fees to plaintiff. By a subsequent Memorandum dated December 31, 1974, the Court further awarded plaintiff damages against Parksville as a fine for the injury suffered as a result of Parksville's actions. Those damages have not been paid and, pursuant to a Motion dated January 18, 1974, Parksville has advised the Court that the reason for such nonpayment is Parksville's lack of funds.

6. The Court's Memorandum awarding plaintiff damages as a result of Parksville's contempt expressly relied upon the affidavit of Adam Filipowski ("Filipowski"), sworn to November 29, 1974, to exclude from the computation of the damages awarded to plaintiff the sales by Parksville of mobile home units to Messrs. Greco and Mann. The premise of the Court's exclusion of the Greco and Mann sales from its computation of damages was that

"contracts" for those sales had been made prior to May 20, 1974, the date of the "making of" the Order. In so doing, the Court was relying on an express statement contained in Filipowski's November 29 Affidavit that " . . . the Greco sale and the Mann sale, were items that were contracted for prior to May 28, 1974 and which were permitted to be sold by the Court."

7. The books and records of Parksville thereafter produced by Parksville's accountant established without contradiction that the Greco and Mann sales were made in August, not May, 1974. The particular documents evidencing these facts included (i) a summary of the purchases and sales of mobile homes by Parksville which was introduced in evidence at trial as plaintiff's Exhibit 8 (annexed hereto as Exhibit A), (ii) Parksville's sales Journal which was contained in the books of account admitted in evidence at trial as plaintiff's Exhibit 37 (the relevant pages of which are annexed hereto as Exhibit B), and (ii) a summary of Parksville's sales during the month of August 1974 which was admitted in evidence at trial as plaintiff's Exhibit 9a (a copy of which is annexed hereto as Exhibit C).

8. The fact that the Greco and Mann sales were made in August not May 1974 was further shown by testimony of Goodstein and Filipowski at trial that a retail installment contract is the only contract entered into between Parksville and a customer where a mobile home is sold on an installment or financed basis. The retail installment contracts covering the Greco and Mann

sales bear dates of August 13 and August 26, 1974 respectively (see Exhibits D1 and D2 annexed hereto). Finally, Goodstein testified at trial that the Greco and Mann sales had not been made while he was in charge of Parksville's operations; since Goodstein was in charge of Parksville's operations until July 30, 1974, this testimony clearly confirmed what the documentary record showed, that the Greco and Mann sales occurred long after the making of the Order.

9. In view of the fact that the only reason the Court gave for denying plaintiff damages in respect of the Greco and Mann sales was that the Court believed those sales to have been made prior to the making of the Order, and given the fact that the Court's belief in this respect was based upon Filipowski's false assertion that those sales were contracted for prior to May 20, 1974, the Court should award plaintiff additional damages in respect of those sales. Applying the formula used by the Court in its January 8 Order Awarding Additional Damages for Contempt, the Court should award additional damages to plaintiff in respect of the Greco and Mann sales of $2,227 (gross profits of $1,501.50 and $1,575.50 minus $425 per unit.*

10. The books and records of Parksville which were admitted in evidence at trial (copies of which are annexed hereto as Exhibits A through D), coupled with a Parksville's Sales and

---

*The selling costs plaintiff would have incurred consisting of $125 salesman's commission and delivery and set up commissions to Ramad of $300.

Use Tax Return and Schedule introduced in evidence at trial as plaintiff's Exhibit 10 (a copy of which is annexed hereto as Exhibit E) established sufficient further sale by Parksville of single-wide mobile homes following the making of the Order which constituted contempts of the Order and warrant a further award to plaintiff of damages in respect of those sales. Those sales included the following:

Customer Name	Date of Sale	Selling Price	Inventory Cost	Gross Profit
Monett	June 14, 1974	$8,600	$7,198.50	$1,401.50
Wright	June 10, 1974	$8,500	$6,923.50	$1,576.50
Eckhoff	June 25, 1974	$8,600	$6,846.60	$1,753.40
McAdams	May 28, 1974	$7,000	$5,758.50	$1,241.50
Cong.Batal	June 27,1974	$7,100	$6,316.50	$ 783.50
Barrow	June 15, 1974	$7,900	$6,547.00	$1,353.00
Simms	June 19, 1974	$6,500	$5,660.80	$ 839.20
Karastamatis	July 12, 1974	$7,273	$6,277.50	$ 995.50
Carroll	July 12, 1974	$7,353	$6,277.50	$1,075.50
Quick	July 27, 1974	$8,900	$7,215.60	$1,684.40
Labonte	Sept. 4, 1974	$9,400	$7,516.00	$1,884.00
Closs	Sept. 24,1974	$8,950	$7,729.00	$1,221.00
Cox	Sept. 20,1974	$9,000	$7,463.50	$1,536.50
Heroux	Sept. 23,1974	$9,200	$7,436.00	$1,764.00
Hyzer	Oct. 21,1974	$9,000	$7,536.50	$1,463.50
			Total	$20,573.00

11. Applying to these sales the same formula as was applied by the Court in computing plaintiff's damages in respect of Parksville's August sales, including the subtraction of $600 assumed advertising costs for each month,* plaintiff is entitled to additional damages for Parksville's sales during May, June, July, September and October 1974 in contempt of the Order, in the amount of $11,798.00.

12. It is indisputable that Goodstein was the President of Parksville until July 30, 1974 and during that period was in charge of all of its operations and approved, if he did not actually make, every sale. Thus Goodstein, as well as Parksville, was in contempt of the Order. In view of Parksville's stated inability to respond to any damage award this Court might make in favor of plaintiff, plaintiff cannot obtain full satisfaction for such contempts from Parksville. Therefore plaintiff's request that Goodstein be found in contempt of the Order and be held jointly and severally liable to plaintiff for damages sustained in respect of Parksville's sales prior to July 30, 1974, is not inconsistent with plaintiff's prior representations to this Court.

13. The evidence at trial established that Filipowski has been President and chief executive officer of Parksville since July 30, 1974. The evidence also showed that the person who actually was in charge of Parksville's daily operations after

*A generous deduction when one considers that such advertising costs are also allocable to all units sold by Loch Sheldrake Mobile Home Sales, Inc. and not just to units sold by Parksville.

July 30 (David Goodstein) was not an officer of the corporation but was acting as a managing agent pursuant to authority granted by Filipowski. Accordingly, pursuant to a plan concocted with Goodstein, as the sole responsible officer of Parksville after July 30, and for Goodstein's financial benefit, all in flagrant disregard of the Order, Filipowski caused Parksville to continue selling mobile homes after July 30 in contempt of the Order.

14. Since the post-July 30 activities of Parksville in which Filipowski participated were pursuant to a plan entered into with Goodstein and for the latter's financial benefit, the contempt constituted by those activities was Goodstein's contempt as well as Parksville's. Furthermore, even though Filipowski was not named a defendant in this action at the time the Order was entered, he may be held in contempt since he knowingly caused Parksville to violate the Order. This being the case, the Court is justified in assessing damages against Filipowski as well as Parksville in respect of the post-July 30 sales of Parksville which violated the Order.

15. Furthermore, the evidence dduced at trial showed that Filipowski, as had Goodstein before him, disregarded Parksville's corporate structure in the way he caused it to operate and aggravated its grossly undercapitalized condition by unjustifiably withdrawing the bulk of its remaining funds for his own use in October 1974.

16. In view of the foregoing, it is respectfully submitted that Goodstein and Filipowski should be individually held to have been in contempt of the Order, and damages for

such contempt should be assessed against them in the amount of $7,254.00 with respect to Goodstein alone (pre-July 30) and an additional $9,226.00 (post-July 30, inclusive of the August sales) with respect to Filipowski and Goodstein, jointly and severally. Parksville should be assessed additional damages, jointly and severally with Goodstein and/or Filipowski of $14,025.00 for sales in June, July, August (in addition to the $2,455.00 already awarded) September and October.

JEFFREY A. FILLMAN

Sworn to before me this
27th day of February, 1975.

Notary Public

P.1

Stock #	Date Mo	Yr	Size	Make	Ser #	Floor Cost	Pre-owner	Pd. Freight Flat	Total Cost	Date Sold	Customer	Type of Sale	No Tax Sale Price	Bill of Sale #	
P-1	4/5	74	14/70	TITAN	2777	7448 50		93 50	7542 —	5/4/74 ✓	Rand	Kingston	8950	32	1
P-2	4/5	74	14/70	TITAN	2778	7198 50		93 50	7292 —	4/18 ✓	Moncell	Cash	8600	CO	2
P-3	4/6	74	14/70	TITAN	2807	6923 50		93 50	7017 —	4/1/74 ✓	Wright	Kingston	8500 —	21	3
P-4	4/7	74	14/70	TITAN	2808	6846 60		93 50	6940 10	4/13/74 ✓	Eckhart	Cash	8100 —	CO	4
P-5	4/8	74	14/60	TITAN	2812	5755 50		93 50	5852 —	4/28 ✓	McAdams	Kingston	7000 —	22	5
P-6	4/22	74	12/70	TITAN	2831	6316 50		13 50	6330 00	4/31 ✓	Gilling, Bolen, Albert	Cash	7100	CO	6
P-7	4/23	74	24/52	Homette	2100 10	9845 —		154 80	10,099 80	5/5/4 ✓	Miller Jr	Kingston	13400 —		7
P-8	4/23	74	14/70	Homette	2101 H	6948 —		262 38	7210 38	5/3/4	Durham	Kingston	7900 —	47	8
P-9	4/23	74	12/60	Homette	2102 H	5857 50		267 40	6124 90	5/4/4 ✓	Garcia	Kingston	7020	20	9
P-10	4/26	74	14/70	Homette	2098 H	6547 —		267 58	6814 58	6/1/4 ✓	Barrow	Kingston	7900 —	23	10
P-11	4/26	74	12/60	Homette	2099 H	5574 —		207 60	5781 60	4/30/4 ✓	Wade	Kingston	6600 —	18	11
P-12	4/26	74	14/60	TITAN	2842	5660 80		13 50	5674 30	6/1/4 ✓	Simmons	Cash	6510	24 CO	12
P-13	5/1	74	24/44	Homette	2403 1/3	7902 50		[illegible]	8393 50	7/1/4 ✓	Dellehencils	Kingston	8300	27	13
P-14	5/1	74	14/70	Homette	2405 H	6500		207 80	7207 80	5/5/4	Dorcnsky	Kingston	7900	45	14
P-15	5/3	74	14/70	Homette	2104 H	7324 —		262 38	7556 38						15
P-16	6/1	74	14/70	TITAN	3054	7121 50		113 50	7235 —	7/3/74 ✓	Grecco	Kingston	8700	35	16
P-17	7/1	74	14/60	TITAN	3128	6277 50	Cust. 10% cancel	93 50	6371 —	7/1/74 ✓	Kinnstemon	Cash	7775 —	25	17
P-18	7/1	74	14/60	TITAN	3129	6277 50		93 50	6371 —	7/1/74 ✓	Carroll	Kingston	7353 —	30	18
P-19	7/2	74	24/52	Wickes	2474	12177 —	[illegible]	111 50	12288 50						19
P-20	7/31	75	14/70	Titan	3246	7233 50		93 50	7327 —	8/23/4 ✓	Morse	Kingston	9000 —	43	20
P-21	8/1	75	14/70	Titan	3251	7215 60		93 50	7307 10	8/22/4	Quick	Kingston	8900 —	40	21
P-22	8/5	75	60	Titan	3261	6239 50		93 50	6333 —						22
P-23	8/5	11	24/60	Brandy	[illegible] 60B	12531 —			12531 —	8/20/4 ✓	Galbani	Kingston	17000 —	36	23
P-24	8/5	75	14/70	Titan	3257	7491 —		93 50	7584 50	8/24/4 ✓	Barron	Kingston	9350 —	266	24
P-25	8/13	75	24/52	Homette	0439 AB	11359 —		229 48	11588 43	1-1-77	Tcorpi	Kingston	14000 —		25
P-26	8/21	75	14/70	TITAN	3341	8833 50		93 50	8927 00						26
[illegible]	[illegible]	75	[illegible]	[illegible]	333[illegible]	7516 —		93 50	7609 50	9/1/4	Lolecke	Kingston	9400 —	37	27
									[illegible] 40	9/1/4	[illegible]	Kingston	8950 —	32	28
								93 50	7455 —	9/2/4	Cox	Kingston	9000 —	48	29
P-[illegible]	9/12	75	14/70	Titan	3337	7363 50							9200 —		30
P-30	9/11	75	14/70	Titan	3366	7436 00		93 50	7530 10	9/5/4	Herod	Kingston			31
P-31	9/7	75	14/70	Titan	3433	7507 50		93 50	7601 —						32
P-32	9/5	75	24/52	Brandy	5237	12339 —		—	12339 —	10/[illegible]	Ruby	Cash	16500		33
P-33	9/25	75	14/70	Titan	3360	7428 —		93 50	7521 50						34
P-34	9/25	75	14/70	Titan	3369	[illegible] —		93 00	7533 —						35
P-35	10/3	75	14/70	Titan	3456	7468 10		93 50	7538 00						36
P-36	10/27	75	14/70	Titan	3502	7530 50		93 39	7630 —	10/21	Hyzer	Kingston	9000 —		37

P-1 to P-31 Fac. F.D. to Joby [initials]

Sales

Date	Name	P. #	Acc Rec	Sale Cost	Sale [illegible]	Sale [illegible]
1871						
30	[illegible], [illegible]	11	7314 –	414 –	6900 –	
			3/	23/	41/	
May 18	[illegible], [illegible]	9	144180 –	4120	1020 –	
20	[illegible]	5/	7720 –	420 –	1000 –	
			[illegible]	[illegible]		
			148612 0	8412 0	17020 –	
			3/	23/	41/	
June 5	[illegible], John	7	14264 –	564 –	14400 –	
11	[illegible] [illegible]	3	9010 –	510 –	8500 –	
11	[illegible] [illegible]	2	9116 –	516 –	8600 –	
11	[illegible], [illegible]	10	8374 –	474 –	7900 –	
19	[illegible]	12	6890 –	390 –	6500 –	
25	[illegible]	4	9116 –	516 –	8600 –	
27	[illegible] [illegible]	6/	7100 –	0	7100 –	
			[illegible]	[illegible]	[illegible]	
			[illegible]	[illegible]	[illegible]	
			3/	23/	41/	
July 6	[illegible] [illegible]	13	9570 –	570 –	9000 –	
10	[illegible]	17	770938 –	43638	7273 –	
12	[illegible]	18/	779113 –	44118	7353 –	
			[illegible]	[illegible]	[illegible]	
			2601358	141752	20[illegible] –	
			3/	23/	41/	

Income

Cost	Cost

366

Boston & Prose
13.0 WHITE
G13.0 GREEN
B13.0 BUFF

Date	Name	No.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1951 [illegible] 6	[illegible]	1	9385	385	8750					
14	[illegible] John	17	8474	111	7700					
15	[illegible]	16	9333	555	8700					
22	[illegible]	20	9750	570	9000					
17	[illegible]	23	11010	1010	11000					
19	[illegible] John	[illegible]	9911 [illegible]	531 [illegible]	9350 [illegible]					
			[illegible]	[illegible]	[illegible]					
			[illegible]	[illegible]	[illegible]					
Sept 18	[illegible]	8	8374	111	7700					
	[illegible]	21	8251	550	[illegible]		T-2	[illegible]	1000	
4	[illegible]	27	9751	551	[illegible]					
21	[illegible]	20	9757	557	8700					
23	[illegible]	29	7750	[illegible]	1000		T-1	1768 [illegible]	2000	
	[illegible]	30	9752 [illegible]	552 [illegible]	7700 5350					3105
			53368	3833	53350					3005
			[illegible]	[illegible]	[illegible]					55

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Date		Description	P. R.	Receipts Pay		Purchases
1919						
[illegible]	14	Kingston Lumber	1	744350		744350
	15	"	2	719550		719550
	16	"	3	692350		692350
	17	"	4	684660		684660
	19	"	5	572850		572850
	22	"	6	631650		631650
	23	"	7	9648		9648
	23	"	8	6975		6978
	23	"	9	589750		589750
	23	"	10	6497		6497
	26	"	11	5294		5294
	26	"	12	586030		586030
				[illegible]		
				8076440		8076440
				25		[illegible]
May	1	Kingston Lumber	13	790040		790040
	1	"	14	6800		6800
	3	"	15	7324		7324
				2202640		
				2202640		2202640
				25		51
June	21	Kingston Lumber	16	712450		712450
				25		51
July	1	Kingston Lumber	17	627750		627750
	1	"	18	627750		627750
	26	"	19	13177		13177
	31	"	20	723350		723350
				[illegible]		3175550

368

1871			Fo.		
July	1	Kingston — Tilton	21	7215 60	7215 60
	5	" Tilton	22	6239 50	6239 50
	5	" [illegible]	23	12631 —	12631 —
	7	" Tilton	24	7111 —	7111 —
	13	" [illegible]	25	11309 —	11309 —
	23	" Tilton	26	6932 50	6932 50
	25	" Tilton	27	7510 —	7510 —
	27	" Tilton	28	1104 —	1104 —
				15713 60	15713 50
				68915 60	68911 50
Aug	[illegible]	Kingston — Tilton	29	[illegible]	[illegible]
	22	"	30	[illegible]	[illegible]
	27	"	31	[illegible]	[illegible]
	[illegible]	" [illegible]	32	[illegible]	[illegible]
	[illegible]	" Tilton	33	[illegible]	[illegible]
	25	"	34	[illegible]	[illegible]
				[illegible]	[illegible]
				[illegible]	[illegible]

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PARKSVILLE MOBILE MODULAR HOMES, INC. Has a way of selling a home . . . Honest!

(914) 292-3340 / Box 399 - Route 17 / Parksville, New York 12768

Customer	Date of Sale	Sale Price	Sale Tax		Make
Greco	8/13/74	$8700	$522	6%	Titan #3061
Galvani	8/17/74	$17,000 -	1020 -	6%	Bendix #51510
Morse	8/23/74	$9000 -	$540 -	6%	Titan #3946
Dombrosky	8/24/74	$7900 -	$474 -	6%	Homette #91654
Barton	8/19/74	9350 -	$561	6%	Titan [illegible]
Mann	8/26/74	8950 -	$358	4%	Titan #3997
		60900 -	3475 -		

9-a in evidence

Pl's Ex 12 (Einiger) for I.D.
1/6/75 [illegible]

370

81218

ICD-196-42 10-72 ORIGINAL FOR BANK

RETAIL INSTALMENT CONTRACT 81218 DATE 8/13/74

Greco, Stephane ☑ Res. — ☐ Bus. Address
BUYER(S)

477 Montague Ave Brooklyn St. and No. City or Town Co. N.Y. 11208
County State

SELLER
Patchogue Mobil Mobile Homes Inc St. and No. City or Town Co. Patchogue, N.Y. 11772

The above named Buyer(s) has purchased from the above named Seller the property [illegible] described below, for the time sale price and upon the terms set forth in said contract. Principal use of property: Personal or Consumer ☐ [illegible] Farming ☐

Style, Use	New/Used	Year	Make Trade Name	Model	Length & Description	Serial Number
☑ MOBILE HOME ☐ TRAVEL TRAILER ☐ MOTOR HOME	New	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

$5000 + 522 -

(1) Cash Price (including Sales Tax) .... $5222 — (1)

(2) Downpayment as follows:
(a) Cash Downpayment $522
(b) Trade-In (Net) .... $ —

Make Model Year

(c) Total Downpayment .... $522 — (2)

(3) Unpaid Balance of Cash Price (1 − 2) .... $4600 — (3)

(4) Other Charges as follows:
(a) Insurance (Incl. A below) .... $353 —
(b) Group Credit Life Ins. $72.41
(c) Group Credit Disability Ins. .... $ —
(d) Official fees .... [illegible] $ 8 —
Total Other Charges $433.41 (4)

(5) Unpaid Balance and Amount Financed (3 + 4) .... $[illegible] (5)

(6) FINANCE CHARGE as follows:
(a) Credit Service Charge $930.59
(b) Vendor's Single Interest Ins. .... $34 —
(Covers Seller's Interest Only)
Total FINANCE CHARGE $964.59 (6)

(7) Total of Payments (5 + 6) .... $[illegible] (7)
(8) Deferred Payment Price (1 + 4 + 6) .... $[illegible] (8)
(9) ANNUAL PERCENTAGE RATE .... 13.32 %

(10) Buyer [illegible] said Total of Payments at the office of [illegible] Main Street, Kingston, New York in [illegible] successive monthly instalments of $[illegible] each, commencing on the [illegible] day of [illegible] 19[illegible]. If no date is specified, the first payment shall be due [illegible] days after the date of this contract. All payments are due consecutively on the same day of each month.

1 at 133.00

(11) Default and Delinquency Charges — If any instalment is in arrears for more than [illegible] days after the date upon which it is due and payable, Buyer shall pay in addition to the full amount of such instalment, a late charge of (5%) of the amount of such instalment or $5.00, whichever is less. In the event this contract is referred with an attorney [illegible] for collection, the Buyer agrees to pay attorney's fees in an amount equal to 15% of the balance [illegible] thereunder plus court costs.

(12) [illegible] Security Interest — Seller has retained title in, and has a purchase money security interest in the trailer described above and all accessories [illegible]

(13) Prepayment Allowance — Buyer may prepay this contract at any time. If Buyer prepays this contract before maturity, a credit or rebate will be granted to Buyer computed in accordance with the Rule of 78's after deduction of an acquisition fee of $15.00; provided that if the prepayment allowance is less than $1.00, no refund or credit will be granted.

INSURANCE

COLUMN "A" PROPERTY INSURANCE

Complete only after insurance statement showing coverages and costs has been completed and signed by Buyer(s).

Mobile Home Comprehensive (Except Collision) (Includes fire, windstorm, hail, theft, vandalism, flood and falling aircraft) .... $353 —

Travel Trailer or Motor Home Comprehensive (with $100 deductible collision) (Includes fire, windstorm, hail, theft, vandalism, flood and falling aircraft) .... $ —

Broad Form Personal Effects (except theft) .... $ —

$[illegible] Deductible Trip Collision .... $ —

Total (Enter at 4a) $353 -

Buyer(s) may choose person through whom any property insurance is to be obtained.

COLUMN "B" GROUP LIFE, ACCIDENT AND HEALTH INSURANCE

Neither Group Credit Life Insurance or Group Credit Disability (Accident and Health) Insurance is required for credit, and the purchase thereof is entirely at Buyer's option. If you desire either or both, check appropriate boxes and sign below.

☑ Group Credit Life Insurance (Proposed Cost) $72.41

☐ Group Credit Disability Insurance (Proposed Cost) $ —

I desire the insurance checked above.

Buyer proposed for insurance is to sign on 1st line below.

Date 8/[illegible] 1974 (1) [signature]
Buyer Proposed for Insurance

Date 8/[illegible] 19__ (2) ________
Other Buyer(s)

Liability insurance coverage for bodily injury and property damage caused to others is not included herein.

1. Buyer hereby purchases the above property [illegible] upon all of the terms and conditions stated herein.

2. Except for any manufacturer's warranty upon which manufacturer only shall be liable, there are no warranties, express or implied, of MERCHANTABILITY or otherwise, which extend beyond the above description of trailer.

3. Buyer shall purchase, at Buyer's expense, vendor's single interest insurance (which protects Holder's interest only) and comprehensive insurance, except collision, and in the case of a travel trailer or motor home, collision insurance, and any other insurance that Holder may from time to time by written notice require, for the full term of this contract, in form and amounts and in companies satisfactory to Holder and with Holder named as loss payee, and shall deposit the policies thereof with Holder, and in default thereof, Holder may procure such insurance and the cost thereof shall be payable on demand, but nothing herein contained shall impose a duty on Holder to purchase any insurance. Holder is authorized to endorse any insurance draft issued in Buyer's name.

4. Buyer shall: (a) maintain the trailer in good order and repair, (b) pay [illegible] taxes and assessments upon the trailer and/or for its use or operation [illegible] this contract, and keep trailer free from liens, and in default [illegible] Holder may but shall not be required to pay or discharge same and the [illegible] cost thereof shall be added to the indebtedness hereunder, (c) cause the Holder's interest [illegible] to be noted on any Certificate of Title issued or required [illegible] in connection with the trailer in any jurisdiction, and deliver any such Certificate of Title to Holder.

5. Buyer shall not [illegible] offer to sell, sell, transfer, abandon or encumber the trailer [illegible] for hire or rent [illegible] use the trailer in violation of any statute [illegible] remove the trailer from said State first mentioned without the [illegible] written consent of the Holder, or (d) permit the trailer to be licensed or registered in any name other than that of Buyer.

6. [illegible] inspect and examine the trailer at any time wherever located [illegible] Buyer will disclose the exact location of the trailer. Buyer [illegible] the signature of Buyer. Buyer warrants that the trailer [illegible] accessories or other articles [illegible] become part of the trailer by accession. The loss [illegible] of the trailer shall not release Buyer hereunder.

PARAGRAPHS 7—11 OF THIS CONTRACT ARE CONTINUED ON THE [illegible] AND ARE PART OF THIS CONTRACT

NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this contract when you sign it. 3. Under the law, you have the following rights among others: (a) To pay off in advance the full amount due and to obtain a partial refund of the credit service charge [illegible] redeem the property if repossessed for a default; (c) To require, under certain conditions, a resale of the property if repossessed. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

Buyer acknowledges receipt of a completed and signed copy of this contract [illegible] of execution, and of the insurance statement referred to in Column "A" above prior to time of execution of this contract.

RETAIL INSTALMENT CONTRACT

Patchogue Mobil Mobile Homes
Seller
By David [illegible] — Salesman
Officer and Title
Sign Back

(1) Stephane Greco
Buyer signs here

(2) ________
Buyer signs here

Ex. 33
PLF. [illegible]
[illegible] 1/4/3/1985

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81293

ICO-114-4? 10-72 ORIGINAL FOR BANK

RETAIL INSTALMENT CONTRACT

DATE [illegible]

Buyer(s): Harold [illegible] — Montgomery, N.Y. — Address

St. and No. — City or Village — Zip — County — State

Seller: [illegible] — Box 374 — St. and No. — City or Village — Zip — [illegible], N.Y.

The above named Buyer(s) has purchased from the above named Seller the property (herein) described below, for the time sale price and upon the terms set forth in said contract. Principal use of property: Personal or Consumer [ ]; Business [ ]; Farming [ ]

Check One	New/Used	Year	Make-Trade Name	Model	Length & Description	Serial Number
[x] Mobile Home [ ] Travel Trailer [ ] Motor Home	New	74	[illegible]	[illegible]	[illegible]	[illegible]

(1) Cash Price (including sales tax [illegible]) $ [illegible]

(2) Downpayment as follows:
(a) Cash Downpayment $ 3300
(b) Trade-In (Net) $ —

Make — Model — Year

(c) Total Downpayment $ [illegible] (2)

(3) Unpaid Balance of Cash Price (1 − 2) $ [illegible] (3)

(4) Other Charges as follows:
(a) Insurance (col. A below) $ 625.00
(b) Group Credit Life Ins. $ [illegible]
(c) Group Credit Disability Ins. $ —
(d) Official fees $ [illegible]
Total Other Charges $ [illegible] (4)

(5) Unpaid Balance and Amount Financed (3 + 4) $ [illegible] (5)

(6) FINANCE CHARGE as follows:
(a) Credit Service Charge $ [illegible]
(b) Vendor's Single Interest Ins. (Covers Seller's Interest Only) $ [illegible]
Total FINANCE CHARGE $ [illegible] (6)

(7) Total of Payments (5 + 6) $ [illegible] (7)

(8) Deferred Payment Price (1 + 4 + 6) $ [illegible] (8)

(9) ANNUAL PERCENTAGE RATE [illegible] %

(10) Buyer agrees to pay said Total of Payments at the office of Kingston Trust Co., 27 Main Street, Kingston, New York in [illegible] successive monthly instalments of $ [illegible] each, commencing on the [illegible] day of [illegible], 19[illegible]. If no date is specified the first payment shall be due one month after the date of this contract. All payments are due consecutively on the same day of each month.

1 final payment of $132.58

(11) Default and Delinquency Charges — If any instalment is in arrears for more than 10 days after the date upon which it is due and payable, Buyer shall pay in addition to the full amount of such instalment, a late charge of (5%) of the amount of each instalment or $5.00, whichever is less. In the event this contract is placed with an attorney that is not a salaried employee of holder for collection, the Buyer agrees to pay attorney's fees in an amount equal to 15% of the balance due hereunder plus court costs.

(12) Description of Security Interest — Seller has retained title in, and has a purchase money security interest in the trailer identified above and all accessions, additions and accessories thereto until all amounts due hereunder [illegible] [illegible] as cash to Seller, or if this contract is assigned, to the Holder. The term "holder" as used in this contract shall mean the Seller, or if Seller holds said contract, or any assignee hereof, if this contract is assigned. In addition, any assignee of this contract shall have the right to set off any present or future deposits against any amount owing hereunder.

(13) Prepayment Allowance — Buyer may prepay this contract at any time. If Buyer prepays this contract before maturity, a credit or rebate will be granted to be computed in accordance with the Rule of 78's after deduction of [illegible] fee of $15.00; provided that if the prepayment allowance is less than $1.00, no refund or credit will be granted.

INSURANCE

COLUMN "A" PROPERTY INSURANCE

Complete only after insurance statement showing coverages and costs has been completed and signed by Buyer(s).

Mobile Home Comprehensive (Except Collision) (Includes fire, windstorm, hail, theft, vandalism, flood and falling aircraft) $ 625.00

Travel Trailer or Motor Home Comprehensive (with $100. deductible collision) (Includes fire, windstorm, hail, theft, vandalism, flood and falling aircraft) $ —

Broad Form Personal Effects (Insert Theft) $ —

___ day $ ___ Deductible Trip Collision $ —

$ —

Total Enter at 4a $ 625.00

Buyer(s) may choose person through whom any property insurance is to be obtained.

Liability insurance coverage for bodily injury and property damage caused to others is not included herein.

COLUMN "B" GROUP LIFE, ACCIDENT AND HEALTH INSURANCE

Neither Group Credit Life Insurance or Group Credit Disability (Accident and Health) Insurance is required for credit, and the cost [illegible] thereof is [illegible]. If you desire either or both, check appropriate boxes and sign below.

[x] Group Credit Life Insurance (Proposed Cost) $ [illegible]

[ ] Group Credit Disability Insurance (Proposed Cost) $ —

I desire the insurance checked above.

Buyer proposed for insurance is to sign on line (1) below.

Date [illegible], 19[illegible] (1) [signature] Buyer Proposed for Insurance

Date ___, 19___ (2) ___ Other Buyer

1. Buyer hereby purchases the above property (trailer) upon all of the terms and conditions stated herein.

2. Except for any manufacturer's warranty upon which manufacturer only shall be liable, there are no warranties, express or implied, of MERCHANTABILITY or otherwise, which extend beyond the above description of trailer.

3. Buyer shall purchase, at Buyer's expense, [illegible] [illegible] for the full term of this contract in form and amounts and in companies [illegible] to Holder and with Holder named as loss payee, and shall deliver the policies thereof with Holder, and on default [illegible] and the cost thereof shall be payable on demand, but nothing herein contained shall impose a duty on Holder to purchase any insurance. Holder is authorized to endorse any insurance draft issued in Buyer's name.

4. Buyer shall: (a) maintain the trailer in good order and repair, (b) pay promptly all taxes and assessments upon the trailer [illegible] and keep trailer free from liens [illegible] thereof, Holder may [illegible] cost thereof shall be added to [illegible] interest hereafter to be entered on a Certificate of Title [illegible] be issued in connection with the trailer in any jurisdiction, and deliver any such Certificate of Title to Holder.

5. Buyer shall not (a) offer to sell, sell, transfer, abandon or encumber the trailer or use it for hire or otherwise [illegible] of insurance thereon, (b) remove the trailer from the State [illegible] without the prior written consent of the Holder or (c) permit the trailer to be licensed or registered in any name other than that of Buyer.

6. Holder may inspect and examine the trailer at any time [illegible] and at Holder's request Buyer will disclose the exact location of the trailer. Buyer hereby authorizes [illegible] Statements without the signature of Buyer. Buyer warrants that the trailer [illegible] is free of any liens, encumbrances or other charges. All equipment, tires, accessories, additions and parts shall become part of the trailer by accession. The loss, injury or destruction of the trailer shall not release Buyer hereunder.

PARAGRAPHS 7—11 OF THIS CONTRACT ARE CONTINUED ON THE REVERSE AND ARE PART OF THIS CONTRACT

NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this contract when you sign it. 3. Under the law, you have the following rights among others: (a) To pay off in advance the full amount due and to obtain a partial refund of the credit service charge, (b) To redeem the property if repossessed for a default, (c) To require, under certain conditions, a resale of the property if repossessed. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

Buyer acknowledges receipt of a completed and signed copy of this contract at time of execution, and of the insurance statement referred to in Column "A" above prior to time of execution of this contract.

RETAIL INSTALMENT CONTRACT

[signature] Seller

By [signature] Signature and Title

Signature

(1) [signature] Buyer signs here

(2) ___ Buyer signs here

Ex. 30

[illegible]

[illegible] 11-31-[illegible]5

ST-100 Department of Taxation and Finance 25

Sales and Use Tax Return

Page 1

Under Articles 28 and 29 of Tax Law

September 1, 1974 - November 30, 1974

10 in evidence

Use Pre-addressed Form and Return Envelope for filing your return.
Keep duplicate for your records.

COPY

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

Complete page 2 of this form before making entries below.

SUMMARY OF BUSINESS ACTIVITY	A GROSS SALES AND SERVICES (to nearest dollar)	B TAXABLE SALES AND SERVICES (to nearest dollar)	C PURCHASES SUBJECT TO USE TAX (to nearest dollar)
	100755	100755	

ENTER TYPE OF BUSINESS

If this return reports sales taxes for more than one business location, check here. ☐

Summary of Taxes Due

1	Sales and Use Taxes (total column (c), page 2 and amounts from Schedules A, B and H, if any)		[illegible]
2	(a) Credits (attachments required)		
	(b) Prepayments (attach Form ST-330)		
	(c) Total Credits and Prepayments	▷ ▷ ▷	
3	Sales and Use Taxes Due (line 1 less line 2(c))		[illegible]
4	Add: Late Filing Charge		
5	Amount Due including Late Filing Charge (line 3 plus line 4)	Pay this amount ▷	[illegible]

Attach remittance payable to "New York State Sales Tax Bureau" and mail to your New York State District Tax Office or applicable P.O. Box on or before December 20, 1974.

SIGNATURE OF VENDOR

For office use only

TITLE

DATE

SIGNATURE OF PREPARER (IF OTHER THAN VENDOR)

DATE 12/18/74

ADDRESS

Did you complete the other side of this form?

ST-100 (7/74)

373

[illegible]

September

Name	Date Sold	Make	Serial #	Sale Price	Tax
LaBonte	9/4/74	Titan	#3331	$9400	$564.00
Dwikner	9/18/74	Marlette	2K11	$9900	$494.00
Cox	9/20/74	Titan	3337	$9000	$540.00
Heroux	9/23/74	Titan	3366	$9300	$558.00
Closs	9/27/74	Titan	3373	$8950	$537.00
Quick	9/29/74	Titan	3351	$8900	$356.00
				53350	3022—

October

Name	Date Sold	Make	Serial #	Sale Price	Tax
Rudy	10/1/74	Bendix # Regency	5039	(–1150) 16,500	570.00
Hyzer	10/31/74	Titan	3502	9,000	$540.00
Kemper	10/22/74	Marlette	0174 AI AB	16,000	$[illegible]
Tempel	10/27/74	Titan	3598	7650	459.30
				49150	2147.30

November

NONE — 0 — -0-

100,400 — $[illegible]

Dear Dan:

Sorry for the delay. Here is the list you asked for. If you have any questions let me know. Hope your Holidays are happy ones.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

---X

REX-NORECO, INC.,

Plaintiff, 74 Civ. 1728 (MEL)

-against-

ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR, INC., and ADAM FILIPOWSKI,

Defendants.

---X

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

MARK E. ARROLL, being duly sworn, deposes and says: I am the attorney of record for the defendant ISIDORE GOODSTEIN and submit this affidavit in opposition to plaintiff's motion for an adjudication of contempt and awarding damages and other incidental relief requested therein.

Plaintiff's motion for contempt must be read in conjunction with its post trial memorandum with respect to the issue of damages as in large measure they considerably overlap.

At the outset it should be stated that no order of contempt should be granted against the defendant Goodstein upon the ground that plaintiff's counsel has previously agreed that all applications for contempt would be against the corporate defendant, Parksville Mobile Modular, Inc. In fact plaintiff brought on an

order to show cause dated December 5, 1974, returnable December 10, 1974, which sought an order of contempt solely against the corporate defendant, Parksville Mobile Modular, Inc. This motion was denied after this court received adequate assurances from the Kingston Trust Company, the secured party of the inventory of the defendants, that it would not foreclose or otherwise enforce its rights under its security agreement with the defendants. At the hearing before Judge Lasker in his chambers on December 10, 1974 plaintiff's counsel remarked that he was "bemused" that defendant Goodstein's attorney even put in opposing papers as the motion was not directed to the defendant Goodstein. The court even inquired as to why deponent was even present at this hearing but withdrew this comment when deponent explained as an officer of the court he felt an obligation to respond to an order to show cause served upon him. It was agreed at this meeting that no contempt would be pursued against the individual defendants and in fact the motion for contempt against the corporate defendant was denied upon the condition that no sales were to be made from the corporate defendant's place of business and upon the further assurance from Kingston Trust Company as described above. No sales have taken place from the corporate defendant's lot since then and in fact the most recent sale upon information and belief was in October, 1974, months before this application was made.

This application was made, as the court will recall, upon the ground that the defendants, then only Goodstein and Parksville, as Filipowski had not yet been brought into the case,

failed to move the mobile homes on the lot at least two hundred miles. The court refused to grant the contempt on this ground despite a previous court order directing the defendants to move the mobile homes more than two hundred miles from the Parksville lot upon the conceded state of facts that no sales were in fact taking place from the Parksville lot and upon the assurance from Kingston Trust Company referred to above. At the time this order to show cause dated December 5, 1974, returnable December 10, 1974, was brought on by the plaintiff there was at that time another motion pending to punish the defendants for contempt based on various sales that had taken place which plaintiff claimed were in violation of the various court orders. This motion was made in November, 1974 and was decided by the court in its memorandum decision of December 31, 1974.

For reasons best known to the plaintiff this motion was apparently directed only to sales made during August, 1974 although at the time when plaintiff's motion was made and while it was pending defendants had long since made their last sale in October, 1974. Why the plaintiff did not at that time choose to make a motion regarding sales for all relevant months including June, July, August, September and October, one can only conjecture.

In any event the court by its decision of December 31st granted plaintiff's motion and held the corporate defendant Parksville in contempt and fined it the sum of $2,455. Under the doctrine of both collateral estoppel and res judicata plaintiff

should not be permitted to raise issues now which could easily have been raised at the time when it made its motion to punish for contempt ultimately decided by the court on December 31, 1974. All this information was available to it regarding sales by the defendants and the like. The corporate books of defendant had been produced at numerous hearings and the testimony of Mr. Eininger, the accountant for the corporation, could have been procured at any time if same was necessary. Plaintiff should not be permitted to make multiple motions causing needless expense and obviously intended as an harassing technique when the one motion it made months ago could have resolved all these issues at one time.

The real basis of plaintiff's present motion is that it has been advised that the corporate defendant is without funds to pay the damages assessed by the court in its decision dated December 31, 1974. By a motion dated January 18, 1975 defendant Parksville has advised the court that the reason for such nonpayment is Parksville's lack of funds. The motion by Parksville dated January 18, 1975 is pending and before the court and to date there has been no decision. Manifestly plaintiff's position is that if it cannot get this money from the party which it initially sought to get the money from then it should get the money from anyone else, just so long as it gets the money.

Plaintiff's motion for contempt is of course based on the assumption that the covenant not to compete is valid. For

reasons which have been discussed at great length in other memoranda of law it is the defendants' position that the covenant not to compete is void and unenforceable. This being so, there cannot be a contempt for the failure to comply with an unenforceable and void restriction.

A second basis why the contempt should not be granted is because plaintiff and defendants are not competitive. Plaintiff has conceded that it sold only used, refurbished mobile homes averaging approximately five years of age, whereas the defendant sold exclusively factory new mobile homes. The price difference between the two is substantial and the method of payment and financing, including down payment, is substantially different. Furthermore plaintiff only sold ten and twelve footers, whereas approximately seventy-five to eighty percent of the mobile homes sold by defendants were either double wides (twenty-four footers) or fourteen foot wides. Naturally the difference in price between a twenty-four foot wide and a twelve foot wide is substantial as has already been discussed. The same is of course true with regard to the difference in price between fourteen foot wides and twelve foot wides. In fact of the fifteen mobile homes listed on page 6 of plaintiff's affidavit regarding sales made by the defendant supposedly in violation of the court order only one involved a twelve footer. That sale is listed under the customer's name "Cong. Batai" (June 27, 1974). All the other sales were of fourteen footers which the plaintiff admittedly did not and does not sell.

Parenthetically it should be noted that plaintiff in attempting to arrive at gross profit regarding these same sales in each case made a mistake with regard to inventory cost by omitting on all fourteen foot sales the sum of $93.15 for additional freight, known in the trade as flag car, and in the case of twelve foot sales the sum of $13. 0. These are in fact delivery charges by the manufacturer to the sales lot. Another item omitted by the plaintiff is the cost of delivering the mobile home by the defendant to the customer. Naturally this amount varies depending on the distance and the type of mobile home. However, the sum of approximately $400 per mobile home is a fair figure for such delivery charge.

So that there may be no doubt as to the non-competitiveness of the plaintiff and defendants' operations with regard to the type of models involved as distinguished from the new versus old issue a chart is annexed hereto showing the twenty-nine sales made by the defendants. One of these sales was to their employee, the DeMarmels and was given to them at cost. Of the remaining twenty-eight sales, one was a ten footer, eight were twelve footers sixteen were fourteen footers and three were twenty-four footers. The sale to the DeMarmels was for a twenty-four footer.

Plaintiff in its motion for contempt claims that it is due the sum of $11,798 for the months of May, June, July, September and October. There is no clear explanation of how plaintiff arrives at these figures. In any event they are

clearly erroneous because they do not include any allowance for freight as indicated above or the $400 per item shipping expense as referred to above. These damages are of course again based on the untenable assumptions not only that the covenant not to compete is enforceable but that the plaintiff and defendants were competitive. As this claim for damages referred to by plaintiff at page seven, paragraph 11 apparently covers all sales of the defendants with the exception of August, for which there has already been an assessment of damages, and with the further exception of the few sales in April, one wonders how the sum of $24,774.42 is arrived at by the plaintiff as damages against Goodstein individually as set forth on page ten of plaintiff's Post Trial Memorandum with respect to damages.*

Plaintiff in its affidavit makes much of the fact that the Greco and Mann sales were made in August, not in May of 1974, and that this is supposedly inconsistent with the November 29th affidavit of defendant Filipowski. Plaintiff is in error. Plaintiff tries to suggest that as the retail installment contract for both Greco and Mann was executed in August that therefore this is when these sales were made. Plaintiff incorrectly states on page 4 paragraph eight of its affidavit "that a retail installment contract is the only contract entered into between Parksville and a customer where a mobile home is sold on an installment or financed basis." This statement is totally false and there

* Plaintiff's claim for $40,000 for attorneys' fees, disbursements, etc., must be denied because even if true there was absolutely no evidence or proof offered at the trial regarding these matters. Plaintiff should not be able to reopen its case at this point.

was no such testimony by the defendants at the trial. In fact the testimony was diametrically to the contrary. Plaintiff has attempted to analogize a retail installment contract in the mobile home business with the contract of sale in the purchase of a home. They have attempted to suggest that the retail installment contract is the first step in the transaction. This is false. The retail installment contract is the last step and it is not the only step. In many transactions, as the plaintiff well knows in the mobile home business, weeks or months prior to the signing of the retail installment contract the customer signs what is known as a purchase agreement. Attached to this affidavit are copies of various purchase agreements signed by the defendant with various of the customers with whom it ultimately ha[d] retail installment contracts. As the court can see, these purchase agreements took place weeks and months before the retail installment contract was signed. Even when there is no purchase agreement there is frequently an additional step taken before the execution of the retail installment contract, namely, a simple binder or receipt given to the customer for a nominal down payment of $10 or $20. This is precisely what happened in the Greco and Mann cases, namely, that in the Greco case there was a purchase agreement made on or about May 19, 1974 and a nominal down payment in the case of Mann in May, 1974.

The very cases cited by plaintiff in its Post Trial Memorandum relating to damages on page two thereof clearly stand

for the proposition that plaintiff may not get any damages in this case. In The Babee Tender Corporation v. Shanco Manufacturing Co. Inc., et al. 156 F.Supp. 582 (S.D.N.Y. 1957) the court refused to grant any damages at all even though the court held that plaintiff undoubtedly sustained some damages. As was discussed in deponent's memorandum of law regarding damages the court held that plaintiff had ten other competitors and there was no proof that the sales that defendant made would not have been made by one of plaintiff's competitors rather than by the plaintiff. A copy of this decision has already been supplied to the court. Here the sales by defendants clearly could not have been made by the plaintiff for they dealt with merchandise admittedly not sold by the plaintiff. Plaintiff does not sell factory new mobile homes. In fact by the documents already supplied to the court none of its mobile homes could be characterized as even recent models although Ramad Sales Corp., which it voluntarily allowed to come in on the premises as a competitor, does have new and used mobile homes. Furthermore the vast majority of defendants' sales were of fourteen and twenty-four foot wide mobile homes which concededly plaintiff does not carry or sell. Plaintiff finally conceded at the trial that there were many other competitors within a ten mile radius of its Loch Sheldrake location (approximately ten) and there were approximately fifty competitors within a radius of twenty-five miles.

Therefore, even if plaintiff and defendants were competitive, which they assuredly are not, and even if the covenant not to compete were enforceable, which it assuredly is not, there has been absolutely no evidence offered to show that the sales made by defendants would have enured to the plaintiff's benefit if the defendants had not made them. There has been no evidence that defendants sold to any of plaintiff's customers or former customers or even solicited them or for that matter had any knowledge of who they were.

In any event the figures given on page 4 of plaintiff's memorandum of law in support of damages are in error. With regard to the customer Garsia, this unit was sold for $7,020. Its cost was $6,124.90, leaving a gross profit of $895.10. From this must be subtracted not only the selling cost of $425 per unit as well as advertising expenses but also freight cost ($13.50) and delivery expense for transporting to the customer of approximately $400. The sale to the Wahl customer was for $6,900. The inventory cost was $5,781.60, leaving a gross profit of $1,218.40. Again, from this sum must be subtracted the selling cost of $425 per unit plus advertising, the freight charge ($13.50) and the delivery cost of approximately $400.

Plaintiff also takes the position that defendants are individually responsible for damages apparently based upon the fact that "No by-laws were adopted, no directors or officers were ever elected and none of the corporate action required by

the New York Business Corporation ("BCL") to issue shares of capital stock were ever taken." Frankly, this is an absurdity. Plaintiff and defendants stipulated in open court that rather than introducing the voluminous documentation supplied by Kingston Trust Company wherein it was conclusively demonstrated that all documents signed by the defendants with Kingston Trust Company, including banking resolutions, guaranties, security agreements, financing arrangements and the like, were under the corporate name (with the exception of the personal guaranties which showed purported individual guaranties for a corporate indebtedness) that it was agreed defendants did business under the corporate name of Parksville Mobile Modular, Inc. In the case of the defendant Goodstein the corporate obligations were signed by Isidore Goodstein as president and Constance Goodstein as secretary. All the retail installment contracts offered at the trial were under the corporate name. The purchase agreements referred to hereinabove and annexed hereto are in the corporate name. The lease for the premises is in the corporate name. The checks issued by the defendant were in the corporate name. The bank account was in the corporate name. In fact in every respect in which corporations do business, defendants did business under the corporate name, Parksville Mobile Modular, Inc.

Upon the court's insistence plaintiff stipulated that the corporation was properly formed in accordance with the laws of the State of New York and that all conditions relevant thereto

were met. Section 403 of the Business Corporation Law states that the filing of the certificate of incorporation is conclusive evidence of the proper formation and existence of the corporation. In plaintiff's amended and supplemental complaint there is no suggestion that the reason why the corporate veil is to be pierced and individual liability imposed is by reason of any failure to elect officers or adopt by-laws. Paragraph twenty-seven of the amended complaint states that individual liability is to be imposed for the "tortious actions of the deficiently formed corporation . . ." What tortious act and in what respect was the corporation deficiently formed? A claim that a corporation is deficiently formed clearly refers to one thing only, namely, that the certificate of incorporation is improper or defective in some respect. The formation of a corporation does not and cannot refer to subsequent acts such as holding meetings or adopting by-laws. What tortious acts are referred to? Breach of a contract or a covenant not to compete is not a tortious act but rather a breach of a contract. The distinction is fundamental as plaintiff's counsel is of course well aware.

On January 2, 1975 deponent served written interrogatories upon plaintiff wherein it was specifically requested to state what tortious acts were involved and in what respect the corporation was deficiently formed. No response was ever made to such inquiries. See item number 23. See also my letter to this court dated January 9, 1975, pages 3-4 thereof.

Clearly the plaintiff is wrong with regard to the fact that no officers or directors were ever elected as the voluminous documentation referred to clearly shows that the individual defendants signed various corporate obligations as officers of the corporation. With regard to the question of whether capital stock of the corporation was ever issued there is no doubt that Isidore Goodstein issued ten shares of capital stock to himself which was thereafter endorsed over to Adam Filipowski on July 30, 1974. A copy of this certificate with the endorsement was previously supplied to the plaintiff's counsel by the undersigned on January 15, 1975 by personal delivery. Furthermore, this stock certificate and the endorsement thereon was furnished to the plaintiff's counsel at a previous deposition of Filipowski on or about October 1, 1974.

Plaintiff apparently argues that because the corporate minute book of Parksville was not completely filled out, this somehow imposes individual liability on Goodstein and Filipowski. This is sheer demagoguery. It is well known that one and two man corporations are not conducted with the same degree of formality as are public corporations. Does anyone really expect Mr. Goodstein to have a formal meeting with himself or his wife? Should they call the meeting to order at supper time or at a more romantic interlude? The same of course presumably is true of the defendant Filipowski and his family. The court should also

note that almost immediately after this corporation was formed the corporate minute book was almost continuously in the possession of one of defendants' attorneys or their accountant and in fact at the time of the trial and for months prior thereto the corporate minute book of the defendant could not even be located. The explanation was apparently given by Mr. Fabricant at the trial who produced a receipt from one Alvin Goldstein, an attorney who represented Adam Filipowski at one deposition and who apparently was given the corporate minute book at that time. In fact the minute book was produced at this deposition and copies of it made and offered into evidence by plaintiff.

If the technical failure to hold formal meetings between husband and wife is to form a basis of imposing personal responsibility on the individual officers and shareholders then the court may take judicial notice that probably the majority of closed corporations would be in the same situation as Parksville, including Rimad Sales Corp. The corporate books of Rimad Sales Corp. in evidence as defendant Goodstein's T also reveals that it is not up to date and fully filled out. In fact the last secretary of the corporation is Jeffrey D. Fillman, plaintiff's counsel, who claims never to have represented Rimad Sales Corp. Mr. Fillman suggested in court that since the date when his name appeared in the corporate book in 1973 that he resigned as secretary. This may be so but the resignation is not

in the corporate book nor is there any meeting to this effect or resolution contained in the corporate book. In short, Parksville's books are about in the same shape as those of Rimad Sales Corp. and probably those of the vast majority of closed corporations.

The imposition of personal liability on individual shareholders can only be imposed if it can be shown that the corporation was used as some sort of fraudulent device. The fact that there is only one shareholder, that the corporation has comparatively little assets or even none has been held on innumerable occasions to be irrelevant. To suggest that merely because a corporation has a small bank account and has comparatively few assets is a basis for imposing personal liability on the individual officers and shareholders would mean that no one could safely form a corporation unless such person or persons were of substantial means. Plaintiff is in fact taking the position that no one could start a business, at least in a corporate capacity, on the proverbial shoe string or enter into what is known as a "nickel and dime operation" or a "mom and pop store". We all know that there are literally thousands and perhaps millions of such ventures in this country existing in a corporate capacity entitled to limited liability.

The fact is that defendant Parksville up through November 30th had paid all its debts including rent, finance

charges and the like. Plaintiff cannot have its cake and eat it by insisting that defendants not engage in any activities and then complain that defendants are short of working capital. What does plaintiff expect?

What plaintiff is afraid of is that if defendants are permitted to operate they might not only be able to pay all debts but it is just possible they might earn a decent living and that is what this law suit is all about.

Sworn to before me this
18th day of March, 1975.

s/ Mark E. Arroll
MARK E. ARROLL

LOUIS [illegible]
NOTARY PUBLIC, STATE OF NEW YORK
No. [illegible]
Qualified in [illegible] County
Certs. filed with [illegible] N. Y. Co. [illegible]
Commission Expires March 30, 19 75

	Name of Customer	Make and Serial No.	Sales Price and Size		Inventory Cost
1.	Greco, S.	Titan #3081	$8,700	14 ft.	$7,218
2.	Galvani, T.	Bendix #5151 A&B	17,000	24 "	12,531
3.	Barton, R	Titan #3257	9,350	14 "	7,584.50
4.	Morse, E	Titan #3246	9,000	14 "	7,327
5.	Dombrosky, J.	Homette #2105 H	7,900	12 "	7,007.60
6.	Mann, H & C	Titan #2777	8,950	14 "	7,542
7.	Labonte, W	Titan #3331	9,400	14 "	7,609.50
8.	Dunham, C	Homette #2101 H	7,900	12 "	7,210.38
9.	Cox, P	Titan #3357	9,000	14 "	7,459
10.	Quick, L	Titan #3251	8,900	14 "	7,309.10
11.	Closs, A	Titan #3343	8,950	14 "	7,822.50
12.	Rudy, J	Bendix #5239	16,500	24 "	12,339
13.	Camp Kol Ree Nah	Great Lakes #157854	1,800	10 "	1,750
14.	Tremper, W	Homette #0429 AI	16,000	12 "	11,588.48
15.	Byzer, R	Titan #3502	9,000	14 "	7,630
16.	Tempel, N	Titan #3528	7,655	14 "	6,453
17.	Wahl, E	Homette #2099	6,900	12 "	5,781.60
18.	Garsia, D	Homette #2102	7,020	12 "	6,124.90
19.	Miller, J	Homette #2100H H&B	13,400	24 "	10,099.80
20.	McAdams, B	Titan #2812	7,000	14 "	5,822
21.	Wright, L	Titan #2807	8,500	14 "	7,017
22.	Carrol, J	Titan #3129	7,353	14 "	6,371
23.	Karastamatis, G	Titan #3128	7,273	14 "	6,371
24.	Simms, E	Titan #2842	6,500	12 "	5,674.30
25.	Camp Kol Ree Nah	Titan #2831	7,100	12 "	6,330
26.	Eckoff, W	Titan #2808	8,600	14 "	6,940.10
27.	Barrow, M	Homette #2098	7,900	12 "	6,814.58
28.	Monnett, M	Titan #2778	8,600	14 "	7,292
29.	DeMarmels, A	Homette #2103H A&B	8,300	24 "	8,295.70

There are now eleven units on defendants' lot of which only one is a twelve footer. The remaining ten are either fourteen footers or twenty-four footers.

FORM 100

No 19

Parksville Mobile/Modular Homes, Inc.

Route 17, Box 297

PARKSVILLE, NEW YORK 12768

PURCHASE AGREEMENT
UCC § 2-201

SOLD TO [illegible] PHONE: 914-434-6510 DATE [illegible]

ADDRESS SALESMAN [illegible]

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY:

MAKE	MODEL	B. ROOMS	APPROX.	STOCK NUMBERS
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

SERIAL NUMBER	☐ NEW ☐ USED	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS
[illegible]			[illegible]	

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
☐ FIRE AND THEFT – CAC		
☐ FIRE AND THEFT – COMPREHENSIVE		
☐ PERSONAL EFFECTS		
☐ MOBILE HOMEOWNER'S		
☐ Other insurance (Describe) [illegible]		
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller 4B		$

☐ Please purchase the coverages checked above.

SIGNED X

☐ Purchaser has purchased required insurance through [illegible]

AGENT'S NAME

AGENT'S ADDRESS

NAME OF INSURANCE COMPANY

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.

PRICE OF UNIT	$ [illegible]
OPTIONAL EQUIPMENT	—
COST OF SET-UP PARTS	—
SUB-TOTAL	[illegible]
SALES TAX IF NOT INCLUDED BELOW IN 4e	[illegible]
NON-TAXABLE ITEMS	—
FEES IF NOT INCLUDED BELOW IN 4f	
1. CASH PRICE	$ [illegible]
TRADE-IN ALLOWANCE	$
LESS BAL DUE ON ABOVE	$
NET ALLOWANCE	
CASH DOWN PAYMENT	[illegible]
CASH AS AGREED SEE "REMARKS"	$
2. LESS TOTAL CREDITS	[illegible]
3. UNPAID BALANCE OF CASH SALE PRICE	$ [illegible]

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

[illegible handwritten entries]

REMARKS: [illegible]

Title to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date.

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES

a. Official Fees Specify . . . $ [illegible]

VSI $ [illegible]

b. Insurance on Commodity . . . . $ —

c. Credit Life Insurance . . . . . . $ —

d. Credit Accident & Health . . . . $ —

e. Taxes (Not incl. above) . . . . $ —

f. License Fees $

Reg. Fees $ (Total)

Certif. of Title Fees $ $

TOTAL OTHER CHARGES (a + b + c + d + e + f) . . $ [illegible]

5. UNPAID BAL. – AMOUNT FINANCED (3 + 4) . . $ [illegible]

6. FINANCE CHARGE [illegible] . . $ [illegible]

7. ANNUAL PERCENTAGE RATE [illegible]

8. TOTAL OF PAYMENTS (5 + 6) . . . . $ [illegible]

9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6) . . . . $ [illegible]

Payable in [illegible] monthly installments of $ [illegible] each and one final installment of $ [illegible], all payable the like date of each successive month commencing ______ 19__

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS, AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE IN TO BE MADE AT THE TIME OF SETTLEMENT.

DESCRIPTION OF TRADE-IN YEAR X

MAKE MODEL BEDROOMS

TITLE NO SERIAL NO COLOR

AMOUNT OWING TO WHOM

SOCIAL SECURITY [illegible]

SOCIAL SECURITY / /

TRADE-IN DEBT TO BE PAID BY ☐ DEALER ☐ CUSTOMER

The undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures; that undersigned is of statutory age or has been legally emancipated, that the purchase of the above described trailer, mobilehome or vehicle, the optional equipment and accessories thereon, the insurance as described has been voluntary; that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees each paragraph and provision of this contract is severable, if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER

______ DEALER

Not Valid Unless Signed and Accepted by an Officer of the Company

SIGNED X ______ PURCHASER

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By ______

Approved Subject to acceptance of financing by bank or finance company

SIGNED X ______ PURCHASER

№ 21

Pa[illegible] Mobile/Modular Homes, Inc.
Route 17, Box 99
[illegible], NEW YORK 12[illegible]

[illegible]SE AGREEMENT
[illegible]12-201

PHONE:

DATE 5/30/74

SOLD TO Le Roy + [illegible] White

SALESMAN [illegible]

ADDRESS [illegible] N.Y. [illegible]

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY:

MAKE	MODEL	B. ROOMS	APPROX.	STOCK NUMBERS
[illegible] 1974	[illegible]	3	12 x 14	P-3

KEY NUMBERS

SERIAL NUMBER [illegible] ☐ NEW ☐ USED COLOR [illegible]

PROPOSED DELIVERY DATE

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
☐ FIRE AND THEFT – CAC		
☐ FIRE AND THEFT – COMPREHENSIVE	84	[illegible]
☐ PERSONAL EFFECTS	[illegible]	
☐ MOBILE HOMEOWNER'S		
☐ Other insurance (Describe)	[illegible]	
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller	(2)	$ [illegible]

☐ Please purchase the coverages checked above.

SIGNED X

☐ Purchaser has purchased required insurance through:

AGENT'S NAME

AGENT'S ADDRESS

NAME OF INSURANCE COMPANY

PRICE OF UNIT	$ [illegible]
OPTIONAL EQUIPMENT	—
COST OF SET-UP PARTS	—
SUB-TOTAL	[illegible]
SALES TAX IF NOT INCLUDED BELOW IN (4)	[illegible]
NON-TAXABLE ITEMS	—
FEES IF NOT INCLUDED BELOW IN (4)	
1. CASH PRICE	$ [illegible]
TRADE-IN ALLOWANCE	$ —
LESS BAL DUE ON ABOVE	$ —
NET ALLOWANCE	—
CASH DOWN PAYMENT	[illegible]
CASH AS AGREED SEE REMARKS	$ —
2. LESS TOTAL CREDITS	[illegible]
3. UNPAID BALANCE OF CASH SALE PRICE	[illegible]

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES a. Official Fees Specify	$ [illegible]
VSI	$ [illegible]
b. Insurance on Commodity	$ [illegible]
c. Credit Life Insurance	$ [illegible]
d. Credit Accident & Health	$ —
e. Taxes Not incl. above	$ —
f. License Fees $ — Regis. Fees $ — Cert. of Title Fees $ — (Total)	$ —
TOTAL OTHER CHARGES (a + b + c + d + e + f)	$ [illegible]
5. UNPAID BAL – AMOUNT FINANCED (3 + 4)	$ [illegible]
6. FINANCE CHARGE	$ [illegible]
7. ANNUAL PERCENTAGE RATE	[illegible]
8. TOTAL OF PAYMENTS (5 + 6)	
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6)	$ [illegible]

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

[illegible handwritten entries]

REMARKS: [illegible]

Title to the within described unit passes as of the date of signing of this retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date.

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

Payable in [illegible] monthly installments of $ [illegible] each and one final installment of $ [illegible], all payable the like date of each successive month commencing [illegible], 19__

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS, AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT.

DESCRIPTION OF TRADE-IN YEAR

MAKE MODEL BEDROOMS

TITLE NO SERIAL NO COLOR

AMOUNT OWING TO WHOM

SOCIAL SECURITY [illegible]

SOCIAL SECURITY

TRADE-IN DEBT TO BE PAID BY ☐ DEALER ☐ CUSTOMER

The matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures. The undersigned is of statutory age or has been legally emancipated. The undersigned certify that the purchase of the above described trailer, mobilehome or vehicle, the optional equipment and accessories thereon, the insurance as described has been voluntary, that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees that each paragraph and provision of this contract is severable, if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER

DEALER

Not Valid Unless Signed and Accepted by an Officer of the Company

SIGNED X PURCHASER

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SIGNED X PURCHASER

By

Approved Subject to acceptance of financing by bank or finance company

No. 22

PURCHASE AGREEMENT
UCC 2-201

Patchogue Mobile/Modular Homes, Inc.
PATCHOGUE, NEW YORK

SOLD TO Mr & Mrs [illegible] PHONE [illegible] DATE [illegible]

ADDRESS [illegible] SALESMAN [illegible]

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY:

MAKE	MODEL	B. ROOMS	APPROX	STOCK NUMBERS
[illegible]	575	2	[illegible]	[illegible]

SERIAL NUMBER	NEW / USED	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS
[illegible]	☐ NEW ☐ USED	[illegible]	[illegible]	

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
☐ FIRE AND THEFT – CAC		
☐ FIRE AND THEFT – COMPREHENSIVE	[illegible]	[illegible]
☐ PERSONAL EFFECTS [illegible]	[illegible]	
☐ MOBILE HOMEOWNER'S		
☐ Other insurance (Describe) [illegible]	[illegible]	
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller ... 4B		$ [illegible]

☐ Please purchase the coverages checked above.

SIGNED X

☐ Purchaser has purchased required insurance through:

AGENT'S NAME

AGENT'S ADDRESS

NAME OF INSURANCE COMPANY

	$
PRICE OF UNIT	$7553 —
OPTIONAL EQUIPMENT	
COST OF SET-UP PARTS	
SUB-TOTAL	[illegible]
SALES TAX IF NOT INCLUDED BELOW IN (4e)	[illegible]
NON-TAXABLE ITEMS	
FEES IF NOT INCLUDED BELOW IN (4)	
1. CASH PRICE	$ [illegible]
TRADE-IN ALLOWANCE	$
LESS BAL DUE ON ABOVE	$
NET ALLOWANCE	[illegible]
CASH DOWN PAYMENT	[illegible]
CASH AS AGREED SEE REMARKS	
2. LESS TOTAL CREDITS	[illegible]
3. UNPAID BALANCE OF CASH SALE PRICE	$ [illegible]

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

[illegible]

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES
a. Official Fees Specif. ... $ [illegible]
VSI $ [illegible]
b. Insurance on Commodity ... $ [illegible]
c. Credit Life Insurance ... $ [illegible]
d. Credit Accident & Health ... $ —
e. Taxes (Not incl. above) ... $ —
f. License Fees $
Regist. Fees $
Certif. of Title Fees $ (Total) $
TOTAL OTHER CHARGES (a + b + c + d + e + f) $ [illegible]
5. UNPAID BAL. – AMOUNT FINANCED (3 + 4) ... $ [illegible]
6. FINANCE CHARGE ... $ [illegible]
7. ANNUAL PERCENTAGE RATE [illegible] %
8. TOTAL OF PAYMENTS (5 + 6) $ [illegible]
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6) $ [illegible]
Payable in ______ monthly installments of $ ______ each
and one final installment of $ [illegible], all payable the like date
of each successive month commencing [illegible], 19 [illegible]

REMARKS:

Title to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date.

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

DESCRIPTION OF TRADE-IN YEAR SIZE X
MAKE MODEL BEDROOMS
TITLE NO SERIAL NO COLOR
AMOUNT OWING TO WHOM

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE IN TO BE MADE AT THE TIME OF SETTLEMENT.

SOCIAL SECURITY [illegible]
SOCIAL SECURITY [illegible]

TRADE-IN DEBT TO BE PAID BY ☐ DEALER ☐ CUSTOMER

The undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures; that undersigned is of statutory age or has been legally emancipated; that the purchase of the above described trailer, mobile home or vehicle, its optional equipment and accessories thereon, the insurance as described has been voluntary; that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees each paragraph and provision of this contract is severable, if one portion thereof is invalid the remaining portions shall, nevertheless, remain in full force and effect.

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER

______ DEALER
Not Valid Unless Signed and Accepted by an Officer of the Company

SIGNED X ______ PURCHASER

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SIGNED X ______ PURCHASER

Approved, Subject to acceptance of financing by bank or finance company.

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PURCHASE AGREEMENT
UCC 2-201

Parksville Mobile/Modular Homes, Inc.
Route 17, Box 399
PARKSVILLE, NEW YORK 12768

SOLD TO Mr.+Mrs. George Karastamatis PHONE: 516-MO9-6409 DATE 5-21-74

ADDRESS [illegible] SALESMAN [illegible]

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY.

MAKE	MODEL	B. ROOMS	APPROX.	STOCK NUMBERS
Titan	575	2	60 x 14	unknown

SERIAL NUMBER	NEW / USED	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS
unknown		[illegible]	4 wks	

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
☐ FIRE AND THEFT – CAC		
☐ FIRE AND THEFT – COMPREHENSIVE		
☐ PERSONAL EFFECTS $2000	84	640 –
☐ MOBILE HOMEOWNER'S	84	
☐ Other insurance (Describe) 1199 ADT-St...	84	
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller	4B	$640 –

☐ Please purchase the coverages checked above.

SIGNED X

☐ Purchaser has purchased required insurance through.

[illegible]
AGENT & NAME

AGENT & ADDRESS
[illegible]
NAME OF INSURANCE COMPANY

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.

PRICE OF UNIT	$ 7553 –
OPTIONAL EQUIPMENT	
COST OF SET-UP PARTS	
SUB-TOTAL	7553 –
SALES TAX IF NOT INCLUDED BELOW IN 4e	453 18
NON-TAXABLE ITEMS	
FEES IF NOT INCLUDED BELOW IN 4f	
1. CASH PRICE	$ 8006 18
TRADE-IN ALLOWANCE	$
LESS BAL DUE ON ABOVE	$
NET ALLOWANCE	
CASH DOWN PAYMENT	1000.–
CASH AS AGREED SEE "REMARKS"	$
2. LESS TOTAL CREDITS	1000 –
3. UNPAID BALANCE OF CASH SALE PRICE	$ 7006 18

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES	
a. Official fees Specify. VSI	$ 8.00 / $ 54.00
b. Insurance on Commodity	$ 640.–
c. Credit Life Insurance	$ [illegible]
d. Credit Accident & Health	$ —
e. Taxes Not incl. above	$ —
f. License Fees / Regist. Fees / Certif. of Title Fees (Total)	$
TOTAL OTHER CHARGES a + b + c + d + e + f	$ 1030.13
5. UNPAID BAL. – AMOUNT FINANCED (3 + 4)	$ 8036.13
6. FINANCE CHARGE	$ 3917.99
7. ANNUAL PERCENTAGE RATE	[illegible] %
8. TOTAL OF PAYMENTS (5 + 6)	$ 11,956.12
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6)	$ [illegible]

Payable in 83 monthly installments of $ 142.99 each and one final installment of $ 177.95, all payable the like date of each successive month commencing [illegible] 19[illegible]

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS, AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE IN TO BE MADE AT THE TIME OF SETTLEMENT.

SOCIAL SECURITY [illegible]

SOCIAL SECURITY / /

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

[illegible handwritten list: ... elec. range, 42 gal. ... 200 amp ... single door ... gold coach, plumbing for washer ... dryer, knockout window, heat ... gold carpet ...]

REMARKS: [illegible]

Title to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date.

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

DESCRIPTION OF TRADE IN

MAKE | YEAR | BEDROOMS | TITLE NO | SERIAL NO | COLOR | AMOUNT OWING TO WHOM

[illegible]

TRADE-IN DEBT TO BE PAID BY ☐ DEALER ☐ CUSTOMER

The undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures, that undersigned is of statutory age or has been legally emancipated, that the purchase of the above described trailer, mobile home or vehicle, the optional equipment and accessories thereon, the insurance as described has been voluntary, that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees each paragraph and provision of this contract is severable, if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER

DEALER
Not Valid Unless Signed and Accepted by an Officer of the Company

SIGNED X PURCHASER

By
Approved, Subject to acceptance of financing by bank or finance company.

395
SIGNED X PURCHASER

№ 25

PURCHASE AGREEMENT
UCC § 2-201

Parksville Mobile/Modular Homes, Inc.
[illegible] — Route 17, Box 377
PARKSVILLE, NEW YORK 12768

PHONE: 292-4804 / 3993

SOLD TO: Elizabeth Bessie Simms [illegible] DATE 5/22/74

ADDRESS [illegible] Parksville NY 12768 SALESMAN [illegible]

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY:

MAKE	MODEL	B. ROOMS	APPROX.		STOCK NUMBERS
[illegible]	TDR	3	60	W12	1212

SERIAL NUMBER	☐ NEW ☐ USED	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS
[illegible]		[illegible]	7/1/74	

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
☐ FIRE AND THEFT — C[illegible]		
☐ FIRE AND THEFT — COMPREHENSIVE		
☐ PERSONAL EFFECTS		
☐ MOBILE HOMEOWNER'S		
☐ Other insurance (Describe)		
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller		$

☐ Please purchase the coverages checked above.

SIGNED X

☐ Purchaser has purchased required insurance through:

AGENT'S NAME

AGENT'S ADDRESS

NAME OF INSURANCE COMPANY

PRICE OF UNIT		$6,[illegible]
OPTIONAL EQUIPMENT		—
COST OF SET-UP PARTS		—
SUB-TOTAL		6,[illegible]
SALES TAX IF NOT INCLUDED BELOW IN (4e)		390
NON-TAXABLE ITEMS		—
FEES IF NOT INCLUDED BELOW IN 4f		
1. CASH PRICE		$[illegible]
TRADE-IN ALLOWANCE	$	
LESS BAL DUE ON ABOVE	$	
NET ALLOWANCE		
CASH DOWN PAYMENT	6,[illegible]	
CASH AS AGREED SEE "REMARKS"	$	
2. LESS TOTAL CREDITS		[illegible]
3. UNPAID BALANCE OF CASH SALE PRICE		$[illegible]

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES
a. Official Fees Specify . . . . $
VSI $
b. Insurance on Commodity . . . . $
c. Credit Life insurance . . . . $
d. Credit Accident & Health . . . . $
e. Taxes Not Incl. above . . . . $
f. License Fees $
Regist. Fees $ (Total)
Certif. of Title Fees $ $
TOTAL OTHER CHARGES (a + b + c + d + e + f) . . $
5. UNPAID BAL. — AMOUNT FINANCED (3 + 4) . . $
6. FINANCE CHARGE . . . . . . $
7. ANNUAL PERCENTAGE RATE %
8. TOTAL OF PAYMENTS (5 + 6) . . $
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6) . . . . $
Payable in ______ monthly installments of $ ______ each and one final installment of $ ______, all payable the like date of each successive month commencing ______ 19__

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

[illegible handwritten lines]

REMARKS: [illegible]

Title to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date.

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

DESCRIPTION OF TRADE-IN YEAR SIZE X

MAKE MODEL BEDROOMS

TITLE NO SERIAL NO COLOR

AMOUNT OWING TO WHOM

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS, AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT.

SOCIAL SECURITY / /

SOCIAL SECURITY / /

TRADE-IN DEBT TO BE PAID BY ☐ DEALER ☐ CUSTOMER

The undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures, that undersigned is of statutory age or has been legally emancipated; that the purchase of the above described trailer, mobilehome or vehicle, the optional equipment and accessories thereon, the insurance as described has been voluntary; that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees each paragraph and provision of this contract is severable; if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER

______ DEALER
Not Valid Unless Signed and Accepted by an Officer of the Company

SIGNED X ______ PURCHASER

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By ______
Approved, Subject to acceptance of financing by bank or finance company.

SIGNED X ______ PURCHASER

№ 26

PURCHASE AGREEMENT
UCC § 2-201

Parksville Mobile/Modular Homes, Inc.
PARKSVILLE, NEW YORK

SOLD TO [illegible] PHONE: 439-[illegible] DATE [illegible]

ADDRESS [illegible] SALESMAN [illegible]

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY.

MAKE	MODEL	B. ROOMS	APPROX.	STOCK NUMBERS
[illegible] -1974	564D-[illegible]	3	[illegible]	P-6

SERIAL NUMBER	NEW / USED	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS
[illegible]	☐ NEW ☐ USED	[illegible]	[illegible]	—

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
☐ FIRE AND THEFT – CAC		
☐ FIRE AND THEFT – COMPREHENSIVE		
☐ PERSONAL EFFECTS		
☐ MOBILE HOMEOWNER'S		
☐ Other insurance (Describe)		
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller ... 4B		$

☐ Please purchase the coverages checked above.

SIGNED X

☐ Purchaser has purchased required insurance through:

AGENT'S NAME

AGENT & ADDRESS

NAME OF INSURANCE COMPANY

PRICE OF UNIT	$7100	—
OPTIONAL EQUIPMENT		
COST OF SET-UP PARTS		
SUB-TOTAL	[illegible]	—
SALES TAX IF NOT INCLUDED BELOW IN 4e	Exempt	
NON-TAXABLE ITEMS		
FEES IF NOT INCLUDED BELOW IN 4f		
1. CASH PRICE	$ [illegible]	
TRADE-IN ALLOWANCE		
LESS BAL DUE ON ABOVE		
NET ALLOWANCE		
CASH DOWN PAYMENT	[illegible]	
CASH AS AGREED SEE "REMARKS"		
2. LESS TOTAL CREDITS	[illegible]	
3. UNPAID BALANCE OF CASH SALE PRICE	$ [illegible]	

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

[illegible handwritten entries]

REMARKS: [illegible]

Title to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date.

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES
a. Official Fees Specify . . . $
VSI $
b. Insurance on Commodity . . . $
c. Credit Life Insurance . . . $
d. Credit Accident & Health . . . $
e. Taxes (Not incl. above) . . . $
f. License Fees $
Regist. Fees $ (Total)
Certif. of Title Fees $ $
TOTAL OTHER CHARGES (a + b + c + d + e + f) . . . $
5. UNPAID BAL. – AMOUNT FINANCED (3 + 4) . . . $
6. FINANCE CHARGE . . . . $
7. ANNUAL PERCENTAGE RATE %
8. TOTAL OF PAYMENTS (5 + 6) . . . . . $
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6) . . . . . $
Payable in ______ monthly installments of $ ______ each and one final installment of $ ______, all payable the like date of each successive month commencing ______, 19__

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS, AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE IN TO BE MADE AT THE TIME OF SETTLEMENT.

DESCRIPTION OF TRADE-IN — YEAR — SIZE X
MAKE — MODEL — BEDROOMS
TITLE NO — SERIAL NO — COLOR
AMOUNT OWED TO WHOM

SOCIAL SECURITY / /
SOCIAL SECURITY / /

TRADE-IN DEBT TO BE PAID BY ☐ DEALER ☐ CUSTOMER

The undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures, that undersigned is of statutory age or has been legally emancipated, that the purchase of the above described trailer, mobilehome or vehicle, the optional equipment and accessories thereon, the insurance as described has been voluntary, that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees each paragraph and provision of this contract is severable; if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

______ DEALER
Not Valid Unless Signed and Accepted by an Officer of the Company

By ______
Approved Subject to acceptance of [illegible]

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER

SIGNED X ______ PURCHASER

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SIGNED X ______ PURCHASER

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
---x

REX-NORECO, INC.,

Plaintiff,

-against-

AFFIDAVIT

ISIDORE GOODSTEIN and PARKSVILLE MOBILE MODULAR, INC., and ADAM FILIPOWSKI,

Defendants.

---x

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

JOHN F. MARTIN, being duly sworn deposes and says:

1. I am the attorney for the Defendants, PARKSVILLE MOBILE MODULAR, INC. and ADAM FILIPOWSKI, and I am making this Affidavit in opposition to the Motion brought on by the Plaintiff requesting that the Defendants be adjudicated in contempt of the Preliminary Injunction entered on May 20, 1974 and requesting damages to the Plaintiff for the alleged contempt by the Defendants, which Motion was brought on by way of Notice of Motion dated February 27, 1975.

2. I believe that the facts and law in conjunction with such Motion have been established on trial and presented to the Court in earlier memoranda, and I ask the Court to take into consideration on this Motion the Post Trial Memorandums heretofore submitted to the Court by your deponent and by the attorney for ISIDORE GOODSTEIN.

3. The Order of the Court on May 20, 1974, which became effective on June 4, 1974 permitted the Defendant,

PARKSVILLE MOBILE MODULAR, INC., to perform any contracts for the sale of mobile homes made by the Defendants prior to the making of the Order and permitted delivery of any mobile home pursuant to that Order.

4. The Plaintiff's contention is that the sales alleged on Page 6 of its Affidavit took place after the Court Order because the Retail Installment Contract was dated on those dates. This is deliberate misleading on the part of the Plaintiff.

Article 10 of the Personal Property Law of the State of New York, deals with the execution and significance of Retail Installment Contracts and Obligations. Actually, the Retail Installment Contract constitutes the final closing document involved in the sale of a mobile home. This was testified to at the trial by GOODSTEIN, as well as being the accepted and acknowledged practice in sales of merchandise and services under the Retail Installment Contract Law. Prior to the final closing and signing of a Retail Installment Contract by the mobile home purchaser, there are initial contacts and commitments to purchase, consisting of deposits, and thereafter there is a series of steps which must be taken including credit checks, approval of financing by the bank, the obtaining and approval of town authorities for installing a mobile home in a particular area and then, if everything goes well after these preliminary arrangements are completed, then a final closing date is arranged at which time the Retail Installment Obligation is executed by the purchaser and title passes from the seller to the purchaser. The dates listed on Page 6 of the Plaintiff's

Affidavit constitute the final closing dates which have no relationship to the initial contract agreements for the purchase and sale of such homes, except that that date was the final culmination of all of the previous steps involved in the sale of the mobile homes.

5. The Plaintiff argues that the Greco and Mann sales were made in August of 1974. It is true that the final closing and effective transfer of title was made in August of 1974, but the initial contracts and arrangements for the sale were, as presented by FILIPOWSKI's Affidavit, made in May and under the Court Orders performance of these sales was permitted. Exhibit A of this Affidavit lists only the final closing date; Plaintiff's Exhibit 37, Parksville Sales Journal, also lists the final closing date; and the PARKSVILLE sales during the month of August also lists only the closing date. The Court Order itself provided that the injunction would not apply or be effective as to contracts for the sale of mobile homes made by the Defendants prior to the Court Order being in effect.

6. The Court Memorandum, finding damages against the Defendant, PARKSVILLE, specifically indicated that it relied upon the fact that the Plaintiff was selling new and used mobile homes on the lot at Loch Sheldrake. The evidence on trial clearly established that the Plaintiff did not sell new mobile homes on the lot at Loch Sheldrake and this was conceded by the Plaintiff on trial and indicated by the books and records of the Plaintiff on trial. In fact, on Page 15 of Plaintiff's Post Trial Memorandum relating to injunctive relief, in a note

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on the bottom, Plaintiff states as follows:

> "Salitan conceded that, notwithstanding the prices at which LSMH has been able to sell used mobile homes that are more than 3 years old (Filip. Ex. F), such units may not be competitive with new homes."

Again, in explaining away Ramad's activities on the sales lot, where Plaintiff alleges it sold used mobile homes, on Page 16 of its Post Trial Memorandum relating to injunctive relief, on a footnote at the bottom, the Plaintiff states:

> "Furthermore, as testified to by Salitan, Schneider and Baker, Ramad's conduct of a new mobile home business complements LSMH's operations in that, without investment by Plaintiff it ensures the presence on the lot of new units as well as used units which is necessary to attract to the lot customers who may then become interested in purchasing one of LSMH's used units."

7. Not only were the units listed by the Plaintiff on Page 6 of its Affidavit under its Paragraph 10 listed by date of the final closing document, but none of the units were competitive.

Of the 15 units listed, 12 of them consisted of 14 foot wide Titan Mobile Homes sold to the following customers:

> Monett, Wright, Eckhoff, McAdams, Karastamatis, Carroll, Quick, Labonte, Closs, Cox, Heroux and Hyzer.

8. These units were all factory mobile homes and the Titan Home was a franchise given by Champion Home Builders to PARKSVILLE. The evidence on trial established overwhelmingly that no 14 foot wide homes were sold on the lot at Loch Sheldrake and in fact the testimony established that the Plaintiff and its underlings did not ever carry or wish to carry such units.

Of the remaining three mobile homes listed on Page 6 of Plaintiff's Affidavit, again whose dates are listed as the date of final closing and not the date of initial agreement, the units sold consisted of two 12 foot factory new Homette Mobile Homes which was not sold on the lot at Loch Sheldrake and which is a franchise given to PARKSVILLE, and the other 1 mobile home was a factory new Titan sold to a religious congregation.

9. On Page 7 of the Plaintiff's Affidavit, the Plaintiff idly refers to the formula applied to the Court in computing Plaintiff's damages. This formula as pointed out in earlier memoranda is totally wrong and at varience with the cases cited in support of the proposition by the Plaintiff. The Plaintiff in its Affidavit and again on Page 4 states: "Deducting Plaintiff's assumed selling costs of $425.00 per unit." The inherent difficulty with the Plaintiff's position is that no damages have been established and no damages have in fact been sustained. On Page 2 of the Post Trial Memorandum of Plaintiff, with respect to damages, on a footnote at Page 2, Plaintiff argues that while it is clear that the Plaintiff showed losses on the sale of its used mobile homes, that perhaps in some fashion the Plaintiff would have sustained less damages had PARKSVILLE not operated. No evidence of this was adduced to this on trial and in order to obtain damages, there must be a showing of actual damages.

10. The Plaintiff claims a scheme to violate the Court Orders. There was no evidence of that on trial, and in

fact, the contrary was established. The Court itself in its letter to FILIPOWSKI, indicated that FILIPOWSKI was free to operate PARKSVILLE so long as GOODSTEIN was not associated with PARKSVILLE. This letter of the Court is in evidence. Certainly, with the Court recognizing that FILIPOWSKI was free to operate PARKSVILLE without GOODSTEIN, and with the attorney for PARKSVILLE advising FILIPOWSKI that his purchase of the stock was a bonafide transaction, and that he could operate, then certainly FILIPOWSKI could reasonably believe along with the Court and his attorney that he was free to operate PARKSVILLE after GOODSTEIN left the business on July 30, 1974.

11. The Plaintiff alleges that FILIPOWSKI withdrew the bulk of PARKSVILLE's funds in October of 1974. This is obviously untrue because the bulk of the funds have been used by PARKSVILLE to sustain its position and to meet its debts through the long ordeal imposed by the Preliminary Injunction since it has been prevented from doing business, and to legally defend itself against the Plaintiff's onslaughts before this Court. It has advanced monies to pay the interest on its massive loans and it has paid its rent and other bills in order that it can attempt to continue in business if the Court so ordains when the final decision is made.

12. While there was testimony that FILIPOWSKI withdrew the sum of $3,000.00 at one point, there was also testimony that he advanced the sum of $2,000.00 at another time, besides incurring other expenses and liabilities. In addition to that, he has, of course, paid out of his own pocket substantial counsel fees and expenses to continue protecting

the interest of the corporate defendant. FILIPOWSKI was not a party Defendant at the time the contempt proceedings were held, and no evidence was produced that he ever read the Court Order; nor was there any evidence produced on trial that he knowingly violated the Order.

13. The Defendants are not in contempt of the Court Order and the Plaintiff did not sustain any damages.

WHEREFORE, Defendant prays for an Order denying Plaintiff's Motion in all respects.

JOHN F. MARTIN

Sworn to before me this

19th day of March, 1975.

Notary Public

GLORIA McGEADY
Notary Public, State of New York
Qualified in Orange County
Term Expires March 30, 19__

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Marsha Braunstein, being duly sworn, says:

I am not a party to the action, am over 18 years of age and reside at 342 Madison Avenue, New York, New York, 10017.

On March 19, 1975, I served a true copy of the annexed Affidavit of the Defendant, Parksville Mobile Modular, Inc. and Adam Filipowski upon Finley, Kumble, Heine, Underberg & Grutman, attorneys for the Plaintiff and Mark E. Arroll, Esq., attorney for the Defendant, Isidore Goodstein, by mailing the same in the U.S. Post Office within the State of New York, in a sealed envelope with postage prepaid thereon, addressed to said attorneys at their last known addresses at 477 Madison Avenue, New York, New York 10022 and 261 Broadway, New York, New York 10007 respectively.

Marsha Braunstein
MARSHA BRAUNSTEIN

Sworn to before me this
19th day of March, 1975.

[signature]
Notary Public

GLORIA McGEADY
Notary Public, State of New York
Qualified in Orange County
Term Expires March 30, 1975

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----------------------------------X

REX-NORECO, INC.,

Plaintiff,

-against-

ISIDORE GOODSTEIN and
PARKSVILLE MOBILE MODULAR, INC.,

Defendants.

-----------------------------------X

74 Civ. 1728

MEMORANDUM

APPEARANCES:

FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN, ESQS.
477 Madison Avenue
New York, New York 10022
Attorneys for Plaintiff

MARK E. ARROLL, ESQ.
261 Broadway
New York, New York 10007
Attorney for Defendant Isidore Goodstein

JOHN F. MARTIN, ESQ.
342 Madison Avenue
New York, New York 10017
Attorney for Defendant Parksville Mobile Modular, Inc.

LASKER, D.J.

In this diversity action, Rex-Noreco, Inc., (Rex) seeks damages against Isidore Goodstein for breach of his fiduciary obligations while an employee of Rex, and an injunction and damages for breach of a covenant not to compete with Rex during or subsequent to his employment. Defendant Parksville Mobile Modular Homes, Inc., (Parksville) is a New York corporation formed by Goodstein through which he is alleged to have competed with Rex shortly after leaving its employ.

On May 20, 1974, we entered a preliminary injunction enjoining Goodstein and Parksville from operating a mobile home sales lot on the basis of plaintiff's prima facie showing that Goodstein, a former vice-president of Rex, was in violation of an agreement dated August 14, 1970 whereby he promised not to compete with plaintiff for two years following his resignation. The Court of Appeals affirmed our May 20, 1974 Order on July 3, 1974.

On July 30, 1974 Adam Filipowski purchased Parksville's assets and commenced operation of the sales lot. Subsequently Rex named him as a defendant claiming that the purchase transaction was not a bona fide transfer of Goodstein's interest in Parksville and, consequently, that any permanent injunction to be entered against Goodstein

and Parksville enjoining operation of the lot should also be effective as against Filipowski.

The case was tried to the court sitting without a jury. At trial defendants did not dispute either the existence of Goodstein's covenant not to compete with Rex or the fact that he and Parksville were in violation of its literal terms - the factors which led to the entry of the preliminary injunction. Instead, both sides directed their efforts to the issue whether the covenant is enforceable in the particular circumstances of this case.

As detailed in the following findings of fact and conclusions of law, we conclude that plaintiff is not entitled to a permanent injunction against defendants, but is entitled to damages for Goodstein's breach of fiduciary duty.

I.

Findings of Fact.

1. On August 14, 1970 Isidore Goodstein and Mark

Salitan, President of Rex-Noreco, Inc., executed an agreement whereby Goodstein promised, among other things:

> "to devote his entire time, skill, labor and attention to said employment [with Rex] ... [and] shall not have a financial or beneficial interest in any business or enterprise engaged in the same or similar business to that of [Rex]." (Paragraph 1)

and

> "That on termination of [his] employment, for any reason whatsoever, he will not for two years thereafter engage either directly or indirectly in any business similar to or competitive with the business of [Rex within a two hundred mile radius from any of Rex's sales locations] nor will he within said period of time divert or attempt to divert from [Rex] ... any business whatsoever ..." (Paragraph 2)

2. Goodstein signed the August 14, 1970 Agreement voluntarily.

3. While an employee of Rex, Goodstein was a participant in the Rex-Noreco Employee Profit Sharing and Pension Plan. Section 11.2 of the Plan, as amended provides:

> "Discharge for cause: Any member who is discharged from employment of the company for cause shall lose and forfeit all his rights in and to the benefits under the Plan. The words 'discharge for cause' shall be deemed to include those cases where a member has been discharged for proven dishonesty ... engaging as a principal of a competitive

business, or disclosing trade secrets to a competitor."

4. Beginning in September 1973, while still an employee of Rex, Goodstein took steps to organize a retail mobile home business by negotiating with Han-Lo Associates for the rental of certain premises located at Parksville, in Sullivan County, New York

5. In October, 1973, Goodstein executed a lease with Han-Lo for the premises at Parksville, at which he ultimately operated the business of Parksville Mobile Modular Homes, Inc. (Parksville).

6. Parksville was incorporated by Goodstein in November 1973, by the filing of a Certificate of Incorporation with the Department of State of the State of New York.

7. In connection with the organization of Parksville, Goodstein charged a substantial number of long distance telephone calls to Rex, without the knowledge or consent of Rex.

8. While an employee of Rex, Goodstein did not disclose to Salitan or any other Rex official his activities in connection with the organization of Parksville; and no official of Rex permitted Goodstein to undertake the organization of any retail mobile home business.

9. Although Goodstein did not, for the last five

months of his employment devote his "entire time, skill, labor and attention" to Rex's business, he continued to accept his regular salary from Rex.

10. Parksville became actively engaged in the retail sale of mobile homes in April, 1974.

11. Rex did not have knowledge of Goodstein's plans to operate Parksville until April, 1974.

12. Goodstein's employment with Rex continued without interruption, except for a brief dispute with Salitan in August, 1973, until February 5, 1974.

13. On February 5, 1974, Goodstein's employment with Rex was terminated by his voluntary resignation.

14. Subsequent to the termination of his employment and prior to Rex's knowledge of the facts set forth in Paragraphs 4, 5, 6, 7 and 9 above, Goodstein requested and was given an accounting and distribution of his interest in Rex's pension and profit sharing plan, as well as severance pay and moving expenses.

15. Although Parksville engaged primarily in the business of selling new units, it occasionally accepted used units as trade-ins and offered such units for resale.

16. Parksville advertised its business in local publications, such as the Orange Shopper and the Catskill Shopper, which circulated in Sullivan, Orange, Ulster and Delaware Counties, New York.

17. Parksville drew customers from the counties adjacent to Sullivan County and from as far as New York City, New Jersey and Pennsylvania.

18. From 1969 to March 31, 1973, Rex was continuously engaged in the retail sale of mobile homes at its sales location in Loch Sheldrake, New York, through Loch Sheldrake Mobile Homes, Inc., its subsidiary.

19. Parksville Mobile Modular Homes, Inc., was located some seven miles from Rex's location at Loch Sheldrake.

20. In late March 1973, Loch Sheldrake Mobile Homes, Inc. sold to Morris Mirsky certain of its assets, including its sales lot, certain personalty and inventory.

21. Beginning on or about April 1, 1973 Morris Mirsky engaged in the retail sale of new mobile homes at the Loch Sheldrake location through Ramad Sales Corporation (Ramad).

22. Since April 1, 1973, Ramad and Rex have concurrently engaged in retail mobile home sales at the Loch Sheldrake location, with Ramad concentrating on the sale of new units and Rex on the sale of used units; by agreement with Rex, Ramad makes its sales personnel available to sell Rex's mobile homes subject

to Rex's supervision. Ramad salesmen in fact have made and are making such sales for which they are paid a commission by Rex.

23. On July 30, 1974, Adam Filipowski signed an agreement with Goodstein providing for Filipowski's purchase of the capital stock of Parksville.

24. At the time he signed the agreement of July 30, 1974, Filipowski had full knowledge of the pendency of this action, of the existence of the preliminary injunction entered on May 20, 1974 against Goodstein and Parksville, and of the fact that Parksville and Goodstein were operating although enjoined against doing so.

25. The only consideration paid by Filipowski to Goodstein for the capital stock of Parksville was Filipowski's promise to assume certain contingent liabilities of Parksville.

26. Prior to July 30, 1974, Goodstein had been receiving a salary from Parksville at the rate of from \$100. to \$150. per week. Goodstein's son, David L. Goodstein, had been paid at the rate of approximately \$75. per week.

27. Subsequent to July 30, 1974, David Goodstein received as compensation from Parksville approximately \$200. per week. David Goodstein lived in the home of his parents and after receiving the increase in pay to \$200.

per week he commenced the payment of rent to them at the rate of $100. per week.

28. Subsequent to July 30, 1974, David Goodstein was the principal operator of the business of Parksville.

29. Both before and after his acquisition of Parksville, Filipowski was unfamiliar with the retail mobile home business and performed virtually no active duties in connection with Parksville's business even after his acquisition of Parksville.

30. Goodstein's sale to Filipowski of Parksville's assets was not a bona fide transaction, and was made in order to circumvent the preliminary injunction entered May 20, 1974.

31. Rex has service obligations under agreements with its customer banks and, through its subsidiary Rex Financial Corporation, owns retail installment contracts covering mobile homes located in the northeastern United States. On default of the purchaser, Rex in the ordinary course of its business may be required to repossess mobile homes securing up to $6,000,000. worth of retail installment contracts and to resell them through its various sales locations. If it defaults in the performance of such obligations, Rex is directly liable to the banks for amounts due and owing to them by the purchasers of the mobile homes.

32. The sale of new mobile home units competes with the sale of used, refurbished mobile homes depending on the relative prices of the particular units involved.

33. Parksville and Rex's sales location at Loch Sheldrake drew potential customers from the same geographic area. Their businesses compete with one another to the extent that (1) Rex sells refurbished units less than approximately three years old, (2) Parksville offers refurbished units taken as trade-ins on its new units and (3) Rex sells "like new," refurbished units which are priced similarly to factory new units offered by Parksville.

34. A substantial portion of the units offered for sale by Rex at the Loch Sheldrake location compete with the units offered by Parksville.

35. The effective geographic area of Loch Sheldrake's market extends to a radius of approximately 75 miles from Loch Sheldrake, New York.

36. In the course of his employment with Rex, Goodstein became familiar with Rex's business practices including its methods of pricing the sale of units, refurbishing used units and making financial arrangements with Rex's customer banks.

37. Rex's methods of financing, refurbishing and selling mobile homes do not differ appreciably from those

of its competitors.

II.

Conclusions of Law

1. The court has jurisdiction of the subject matter and of the parties.

2. Under New Jersey law, which is applicable as to the issue of the enforceability of the August 14, 1970 Agreement, such Agreement is not per se unreasonable and unenforceable.

3. Goodstein's employment with Rex was "terminated" within the meaning of the Agreement on February 4, 1974.

4. Parksville is a competing business of Rex, within the meaning of the Agreement.

5. Goodstein breached both his Agreement with Rex and his fiduciary duty to Rex in that, for the last five months of his employment he took steps to organize a competing business and improperly charged to Rex a portion of the cost of organizing such business, without disclosure to any official of Rex.

6. Had Rex discovered Goodstein's activities in connection with the organization of Parksville prior to his resignation from employment, it would have been entitled to discharge Goodstein "for cause" within the terms of the profit-sharing and pension plan and, assuming

the enforceability of the forefeiture provision, to deprive him of his accrued benefits under the plan amounting to $15,041.

7. If the forfeiture provision is an enforceable liquidated damages clause, Rex is entitled to recover from Goodstein his accrued benefits of $15,041. If the provision is not enforceable, Rex is entitled to damages as otherwise calculated for breach of the August 14, 1970 Agreement and breach of fiduciary duty.

8. Goodstein, as a former vice-president of Rex, possesses substantial knowledge about its particular operating practices and finance arrangements with customer banks, and was a highly valuable employee of Rex. However, the information which Goodstein possesses is not materially different from that possessed by others experienced in the retail mobile home business. Accordingly, Rex is not entitled to a further injunction against Goodstein's use of such information.

9. Although in the course of his employment Goodstein became familiar with Rex's bank customers, their names and locations are known to those in the trade and Rex is not entitled to an injuction against Goodstein's solicitation of such banks.

10. Since Rex is not entitled to an injunction against Goodstein, it is not entitled to an injunction against his successors in interest, Parksville and Filipowski.

11. Rex is not entitled to damages from Good-

stein, Filipowski or Parksville for any sales made by Parksville, except such damages as have been awarded or may be awarded for violation of the preliminary injunction entered May 20, 1974.

12. Rex is not entitled to punitive damages from any of the defendants.

The parties are directed to file memoranda within fifteen days setting forth their views on the following issues:

1. Whether the law of New York or New Jersey applies to determination of the damages to be assessed against Goodstein.

2. Whether, under the law of either or both states, the forfeiture provision in the profit sharing and pension plan is valid and enforceable.

3. What measure of damages applies to the findings of fact and conclusions of law set forth above, in the event the forfeiture provision is determined to be unenforceable.

The parties are also directed to submit proposed judgments on notice.

Dated: New York, New York
March 14, 1975.

MORRIS E. LASKER
U.S.D.J.

MARK E. ARROLL
ATTORNEY AT LAW
261 BROADWAY
NEW YORK N. Y. 10007
TELEPHONE 732-3375
732-3361

March 28, 1975

Hon. Morris E. Lasker
United States District Court
Southern District of New York
United States Courthouse
Foley Square
New York, New York 10007

re: Rex-Noreco, Inc. v. Goodstein, et al
74 Civ. 1728

Dear Judge Lasker:

On Friday, March 28, 1975 I spoke to your law clerk, Ralph Arditi, and was given permission on your behalf to submit this letter and accompanying documents to be considered in support of the pending matters now before the court including but not limited to the order to be signed regarding the lifting of the preliminary injunction. On Friday, March 28th, at approximately three P.M. I called the office of Finley, Kumble, Heine, Underberg & Grutman to ascertain if they had submitted a counter proposed order to my proposed order submitted on March 26, 1975. Your Honor had instructed me to call Mr. Fillman on the 26th and to advise him that if he wished to submit a counter proposed order he should do so by no later than three P.M. on March 27th. I in fact complied with Your Honor's instructions.

On March 27th I received a copy of a letter that Mr. Fillman sent to you which inter alia stated that he did not believe the March 27th three p.m. deadline was reasonable. On the 28th, not having received any counter proposed order, I called Mr. Fillman's office and spoke to Mrs. Kalmus and was advised for the first time that a letter had been sent to Your Honor dated March 27th objecting to certain aspects of my proposed order lifting the injunction. Mrs. Kalmus was kind enough to read this entire letter, which was lengthy, to me over the phone. The substance of the letter is that plaintiff requests the court to attach certain conditions to the lifting of the injunction. Being

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advised of this for the first time I spoke to your law clerk, Mr. Arditi, as indicated above and received permission to reply to the plaintiff's letter, copy of which has not been received to date.

The main condition plaintiff wishes to impose upon the lifting of the injunction is to require the defendants or some of them to purge themselves of all contempt orders by paying any monies assessed by the court for contempt. Quite honestly I find this suggestion to be incredible.

In the first place, the court's decision of March 24, 1975 clearly states the injunction is to be lifted without any conditions. This court was aware of the fact that by its memorandum decision dated December 31, 1974 the defendant Parksville had been found in contempt and assessed the sum of $2,455 which has not been paid. In fact the very day the trial of this matter began on January 20, 1975 John F. Martin, counsel for the defendants Filipowski and Parksville, presented a motion to this court advising the court that defendant Parksville was without any funds and had a minus balance in its account and asking the court for instructions as to how to proceed, including the suggestion that a receiver be appointed for Parksville. This motion has not been decided to date. What is clear though is that this court was perfectly aware that this sum of money was outstanding. Nevertheless in its decision of March 24, 1975 the court attached no such condition to the lifting of the injunction.

Furthermore by notice of motion dated February 27, 1975 plaintiff moved to punish the individual defendants for contempt for sales not specifically covered by the prior adjudication of contempt. This motion had no return date. John F. Martin wrote to Your Honor asking in substance when the motion was to be heard and further inquiring if the court wished to receive opposing papers after the merits of the matter had been decided, the idea being that perhaps the decision on the merits would obviate any further decision on a motion for contempt. On March 5th Your Honor's law secretary, presumably speaking on behalf of the court, advised all parties that you wished to have opposing papers submitted by March 19th, although you intended to decide the merits of the case <u>before deciding the issue of contempt</u>. Clearly what Your Honor was saying once again was that the decision on the merits was not to be conditional upon compliance with any contempt orders. This was in fact reflected in Your Honor's decision of March 24th.

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On March 25th I received a call from your law clerk advising me that you had directed me on behalf of the defendant Goodstein to submit to Your Honor forthwith an order vacating the injunction. I was not advised that the order was to be made conditional upon any event. Accordingly I prepared such an order and submitted it on March 26, 1975. Frankly I find it difficult to comprehend how such a complete about face can even be considered. Plaintiff and this court are perfectly aware of the financial condition of Parksville and Mr. Goodstein. If the lifting of this injunction is made conditional upon Parksville or Mr. Goodstein paying an amount such as ten or fifteen thousand dollars, it might as well be ten or fifteen million dollars.

It is undisputed that Mr. Goodstein has not received any income at all from Parksville since July 30, 1974. His son, David Goodstein, contributed subsequent to July 30, 1974 $100 of his $200 to the Goodstein household. Bearing in mind that the Goodstein household consists of a husband and a wife, six children and Mr. Goodstein's aged eighty-one year old mother, this is considerably less than the welfare payments they might otherwise be eligible to receive. Since November, 1974, or in other words for almost six months, none of the Goodstein family has received any income whatever from Parksville.

In plaintiff's motion for contempt fifteen sales are referred to in Mr. Fillman's affidavit of February 27, 1975 on page 6 thereof. Based on documentary evidence it is submitted that the vast majority of these sales cannot be considered in violation of the court order dated May 20, 1974, effective June 4, 1974. As previously set forth in my affidavit in opposition to plaintiff's motion for contempt, the date of the sale as evidenced by the retail installment contract is <u>not</u> the first contact with the customer nor is it the date when a commitment to sell is made. Not only does the trial testimony acknowledge this concept but more importantly the court order dated May 20, 1974 acknowledges this. Page 7 of the order reads in relevant part as follows:

> * * * except that the terms of this Order for Preliminary Injunction shall not be effective as respects performance of any contracts for the sale of mobile homes made by defendants prior to the making of this order or to delivery of any mobile homes pursuant thereto.

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Now let us analyze each of the fifteen sales which plaintiff claims are in violation of the court order. Let us bear in mind that it is plaintiff's contention that these sales constitute a contempt which must be purged before any injunction may be lifted.

MONETT - See enclosed letter dated May 14, 1974 of Parksville to George Furman, attorney for the Monetts, reflecting a deposit of $600 on May 6, 1974 as well as a letter dated May 31, 1974 from Parksville to the Monetts reflecting the same deposit of May 6, 1974. See photocopy of deposit on May 13, 1974 from Monett on the back of check stub no. 161.

WRIGHT - See enclosed purchase agreement dated May 20, 1974.

ECKHOFF - See enclosed photocopy of file jacket indicating down payment on June 1, 1974 of $25 and photocopy of notation on reverse side of check stub of Parksville indicating deposit of Eckhoff on June 4, 1974. Photocopy of this check stub was previously taken by plaintiff's attorneys at the various depositions of Mr. Goodstein.

McADAMS - Credit application was dated May 17, 1974. At the time of dictating this letter we are attempting to locate this credit application. However, to sustain this date we are attaching a photocopy of the back of Parksville's check stub dated May 20, 1974 showing a deposit on behalf of McAdams for a Titan mobile home in the sum of $100. In any event, May 28, 1974, the date of the bill of sale, is before the effective date of the court order of June 4, 1974.

CONG. (Congregation) BATAI - See enclosed purchase agreement dated May 23, 1974.

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BARROW - Credit application on or about May 25, 1974. At the time of dictating this letter a search is being made for same. However, enclosed is a copy of the back of check stub number 179 showing a deposit for Barrow of $100 on May 29, 1974.

SIMMS - See enclosed purchase agreement dated May 22, 1974.

KARASTAMATIS - See enclosed purchase agreement dated May 21, 1974.

CARROLL - See enclosed purchase agreement dated May 21, 1974.

Attached to my affidavit of March 18, 1975 were copies of purchase agreements of Wright, Carroll, Karastamatis, Simms and Congregation Batai, which are sales forming the basis of plaintiff's claim for a finding of contempt. Additionally there was attached to my affidavit the purchase agreement of John Miller which is not one of the sales forming the basis of plaintiff's claim for contempt.

In the plaintiff's motion for contempt reference was made to the Greco and Manns sales wherein an attempt was made to show an inconsistency between the affidavit of Adam Filipowski dated November 29, 1974 and the retail installment contract. The affidavit of Mr. Filipowski stated in substance that the Greco and Manns sales were committed before June 4, 1974 although the sales themselves took place in August, 1974. In my opposing affidavit of March 18, 1975 on pages 7 and 8 I clearly stated that both the Greco and Manns sales were committed on or about May 19, 1974 (page 8). So that there can be no question that this is the case I am attaching a copy of the Greco agreement dated May 19, 1974 and a copy of a receipt to Manns for a down payment of $50 dated May 19, 1974.

Clearly if the court wished to make as a condition the purging by some or all of the defendants of various contempts of the court before the injunction is lifted, these sales clearly do not violate the court order as they were all committed before June 4, 1974, the effective date of the court order.

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It should also be called to the court's attention that if the court wishes to make as a condition to the lifting of the injunction the purging of various contempt orders, the previous contempt order dated November 7, 1974 with regard to the payment of approximately $2,000, has been fully complied with. Furthermore the additional amount of contempt of $2,455 as set by the court on December 31, 1974, is only against the insolvent defendant Parksville.

With regard to the other six sales listed on page 6 of Mr. Fillman's affidavit which are the basis of plaintiff's pending motion for contempt, although these sales were committed after June 4, 1974, clearly every one of them was after July 30, 1974. This is acknowledged in Mr. Fillman's affidavit with the exception of the Quick sale, listed as July 27, 1974. This sale in fact took place on September 27, 1974. Enclosed is a copy of the Quick bill of sale dated September 27, 1974. Therefore, as these sales all took place after July 30, 1974 and as Mr. Goodstein has admittedly divested himself of all control after July 30, 1974, he cannot be held responsible in any manner especially for purposes of contempt for these sales.

It is respectfully submitted that these six sales cannot form the basis of contempt against anyone and certainly not against Mr. Goodstein. The reason these sales cannot form the basis of contempt against anyone is as follows:

These sales dealt with models totally non-competitive with the plaintiff's. They all involved factory new fourteen foot mobile homes. Concededly, plaintiff does not nor did it at any time sell anything other than used mobile homes and in those cases not exceeding twelve foot mobile homes. Even if it be argued that the court order does not specifically state that defendants Parksville and Goodstein were enjoined from selling only twelve foot homes, by any reasonable implication the court order could only mean defendants were enjoined from selling any inventory which reasonably competed with the plaintiff. To construe the court order otherwise would be a perversion of same.

Undoubtedly the reason the court order did not go into this in detail is because of the misrepresentations made by the plaintiff in obtaining this court order as previously stated in the various memoranda of law. The plaintiff misrepresented to the court that it sold both new and used mobile homes. See Salitan's affidavit of April 25, 1974 and annexed advertising thereto. It was the plaintiff which suggested through its affidavits and advertising and by its silence that it sold all types of mobile homes, new and used and of all sizes. This court has now found that the plaintiff misrepresented the facts. As one Supreme Court Justice of this state, who shall not be named, once said when lecturing at a law school""Misrepresentation" is the lawyer's expression for the layman's 'lying.'" If this court had known at the time when the preliminary injunction was sought by the plaintiff that the plaintiff dealt solely in used mobile homes approximately five years of age; that it sold no new mobile homes at all; that it sold only ten and twelve footers and that the defendants were selling only factory new fourteen and twenty-four footers, it is inconceivable that this injunction would ever have been granted to begin with.

The non-competitiveness in price and in financing arrangements of new twelve footers as compared to used twelve foot mobile homes of the same style and model is clearly outlined in the undersigned's brief on injunction pages 24 and 25, where it was demonstrated the depreciation was almost fifty percent. Comparing a new fourteen foot mobile home to a used mobile home four to five years of age, it would have even a greater difference in price and be even more non-competitive. Furthermore, new mobile homes require a fifteen percent down payment whereas used ones require either no down payment or a very nominal down payment of a few hundred dollars (pages 24-25 of Goodstein's memorandum of law on injunction).

The court in its findings held that under certain circumstances a used mobile home may be competitive with a new one. This may be true in the abstract but it does not answer the question whether the defendants' factory new mobile homes are competitive with plaintiff's five year old (average) mobile homes. Plaintiff's testimony at the

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trial was that a refurbished mobile home two years or less in age was competitive. Even taking plaintiff at its word, the documentary evidence submitted by plaintiff, namely, the affidavit of Doris Oelbaum verified April 25, 1974, together with the annexed work sheets from plaintiff's Loch Sheldrake location as analyzed in the undersigned's memorandum of law, page 27, indicates that of plaintiff's twenty-two sales none were new, none were 1973 models, only one was a 1972 model and two were 1971 models. By plaintiff's own admission all other sales were completely non-competitive and these three sales were all at best only partially competitive.

In considering whether any condition should be attached to the lifting of the injunction the court might also consider that defendants have been unable to pay anything on their loan with the Kingston Bank since December, 1974 and the interest outstanding on this loan is in the sum of approximately $4,000. If any conditions are attached to the lifting of the injunction, the realities are that the defendants will not be able to comply, the Kingston Bank will have to foreclose and Mr. Filipowski will be responsible on his personal guaranty for all principal and interest. The court has the power to make this contingent liability of Mr. Filipowski an actual one and I doubt if the Kingston Bank will refrain from proceeding against Mr. Filipowski on his personal guaranty despite the court's finding that the transfer to Filipowski was not bona fide.

Defendants have a fixed liaiility in the premises of approximately $2,000 a month of which approximately one-half is interest. The court might also consider this factor in considering imposing any conditions on the lifting of the injunction. In conjunction with these fixed costs and the sales which the defendants did not make because of the court order, bearing in mind that all sales by Goodstein up through July 30, 1974 (when his relationship with Parksville terminated) were authorized by the court order which permitted sales to be made subsequent to its effective date if the commitment was made before June 4th, the suggestion by Mr. Fillman in his letter that this court enter

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an order holding that the defendants are not entitled to any damages during the period the preliminary injunction was in effect is totally without foundation. The court has no jurisdiction to do this as this issue was not before the court. Courts cannot dismiss causes of action which have not been brought. This issue is not before the court and I know of no authority which gives the court jurisdiction to dismiss a claim which is not before it.

One is constrained also to advise the court that it is the personal opinion of the undersigned that it is cruel, although undoubtedly done inadvertently, to advise the defendant's attorney personally that the injunction is lifted and to submit an order forthwith and to have that attorney advise his clients that the injunction is lifted and to have that attorney thereafter submit an order to the court forthwith at the court's request lifting the injunction and then to have this attorney advised that the court is considering that the lifting of the injunction may be conditioned upon compliance with certain conditions which cannot conceivably be met by the defendants.

It should be remembered that any contempt monies that are awarded do not come to the court but go into the pocket of this multi-million dollar public corporation. If the plaintiff should prevail, it would be benefitting from its own wrongdoing and misrepresentation. This court now knows and has in fact decided that the injunction should be lifted and by clear implication has stated that it should never have been granted to begin with. It is a nice abstract principle to state that as long as a court order is in effect it must be honored and even though it is later vacated, violations of same may be punished by contempt, but this principle cannot be applied when the court order supposedly violated was obtained in the first instance in large measure upon misrepresentations of the plaintiff. There is no rule of law for a court of equity which compels it to find someone in contempt even if a technical violation may have occurred. It is respectfully submitted that not even a technical violation of this order occurred because it was based on what we now know to be a fraud perpetrated upon the court.

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As I advised the court in my letter dated March 25th, John F. Martin is in the State of California ón business and will not return until Monday, March 31st, at the earliest. In the event this court does not consider the arguments submitted by the undersigned cogent enough to have the injunction lifted unqualifiedly, then on behalf of Mr. Martin and in all fairness to him and to his clients, I request that he be permitted a reasonable time to submit some additional matter to the court as he may feel necessary to protect his clients' rights and that he be given at least until Wednesday, April 2nd, to submit such documentation, assuming that he does return on March 31st.

The court has the following choices: Lift the injunction unqualifiedly as its decision indicates based upon the fact that the plaintiff did not make out the requisite showing to get injunctive relief as spelled out in its decision of March 24, 1975, or require the defendants or some of them to pay x number of dollars to the plaintiff based on a court order which everyone knows should never have been entered to begin with and which was later vacated and was based frankly upon perjurious affidavits. This court can uphold the concept of purity of court orders or it can exercise the greatest virtue in its possession, namely, compassion. It may be appropriate to quote the comment often repeated of the late Chief Justice Earl Warren when told by a lawyer concerning a certain proposition, "That's the law" and his response, "But is it fair?"

Respectfully yours,

MARK E. ARROLL

MEA
hs
Encls

cc: Finley, Kumble, Heine, Underberg & Grutman, Esqs.

John F. Martin, Esq.

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ARKSVILLE MOBILE MODULAR HOMES, INC. Has a way of selling a home . . . Honest!

(914) 292-3340 / Box 399 - Route 17 / Parksville, New York 12768

May 14, 1974

Re: 1974 Titan Ser. #2773
70X14 3Br. New
Mr. & Mrs. Maurice Monett

Mr. George Furman
Attorney at Law
Box 349
Patchogue, N.Y.

Dear Mr. Furman:

The above mobile home is being purchased by your clients Mr. & Mrs. Monett. They would like the home delivered by the week of June 3, 1974. However due to a closing that is taking place on there house in St. James, N.Y. on or about June 14, 1974, they will not have the total sale price plus tax by the above proposed delivery date.

This can be overcome if you can send me a letter stating that the unpaid balance will be given to us at the closing of the Monett house in certified funds.

The house has sale price of	$8,600.00
N.Y.S. Sales Tax	+ 516.00
Toatol	$9,116.00
Deposit May 6, 1974	600.00
Additonal Dep. before delivery	716.00
Balnce due	$7,800.00

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ENclosures RE Letter of 3-25-75

PARKSVILLE MOBILE MODULAR HOMES, INC. Has a way of selling a home . . . Honest'

(914) 292-3340 / Box 399 - Route 17 / Parksville, New York 12768

May 31, 1974

Re: 1974 Titan Ser. #2778
70X14 3BR. New

Mr. & Mrs. Maurice Monett
371 Moriches Road
St. James, New York 11780

Dear Mr. & Mrs. Monett:

The total delivered and set up sales price for the above home is:

Sales price less three(3) beds	$8,600.00
N.Y.S. Sales Tax 6%	516.00
Total Price	$9,116.00
Deposit May 6, 1974	600.00
Balance due on or about June 14, 1974	$8,516.00

Thanking you again for your patronage.

Pd 6/14/74

Very truly yours,

Izzy Goldstein

Month [illegible] 2778 — $600
p. 2

164
5/13 1974
BAL. BRO'T FOR'D 1656 31

TO Midland Bank

FOR Toter Loan

DEPOSITS

TOTAL	1656	31
AMOUNT THIS CHECK	131	10
BALANCE	1525	21
−	9	51
	1515	63

165
5/15 19

TO Louise Bedford

FOR W. Tax

DEPOSITS

TOTAL	[illegible]	
AMOUNT THIS CHECK	200	—
BALANCE	1315	63

166
5/17 1974

TO AL Best [illegible]

FOR [illegible] 5/17/74

DEPOSITS

Parksville Mobile/Modular Homes, Inc.

914/292-3340 — Route 17, Box 399
PARKSVILLE, NEW YORK 12768

PURCHASE AGREEMENT
UCC 12-201

SOLD TO: LeRoy + Mareen Wright — PHONE:
DATE: 5/20/74
ADDRESS: Parksville N.Y 12768
SALESMAN: I. Goldstein

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY:

MAKE	MODEL	B ROOMS	APPROX	STOCK NUMBERS
Titan 1974	FDR	3	L 70 W 14	P-3

SERIAL NUMBER	NEW / USED	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS
2807	[✓] NEW [ ] USED	Gold/wood Trim		

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE — NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
[ ] FIRE AND THEFT — CAC		—
[✓] FIRE AND THEFT — COMPREHENSIVE	84	658 —
[✓] PERSONAL EFFECTS $2000	84	—
[ ] MOBILE HOMEOWNER'S		—
[✓] Other insurance (specify) ADJACENT Struct	84	—
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller	4b	$658

[ ] Please purchase the coverages checked above.

SIGNED X

[ ] Purchaser has purchased required insurance through

AGENT'S NAME

AGENT'S ADDRESS

NAME OF INSURANCE COMPANY

PRICE OF UNIT		$ 8500 —
OPTIONAL EQUIPMENT		—
COST OF SET-UP PARTS		—
SUB-TOTAL		8500 —
SALES TAX IF NOT INCLUDED BELOW IN 4e		510
NON-TAXABLE ITEMS		—
FEES IF NOT INCLUDED BELOW IN 4f		
1. CASH PRICE		$9010 —
TRADE-IN ALLOWANCE	$ —	
LESS BAL DUE ON ABOVE	$ —	
NET ALLOWANCE	—	
CASH DOWN PAYMENT	850 —	
CASH AS AGREED SEE REMARKS	$ —	
2. LESS TOTAL CREDITS		850 —
3. UNPAID BALANCE OF CASH SALE PRICE		$8160 —

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

...e Type door, porch light Hurricane Straps, Storm Screen, Hall light, extra insulation Through-out, ...age tank w/light, 2 dr refrig, gas range d/x. Deluxe Dinette, DLx Modern L.R., Couch, Chair, ...l Table, coffee table, linen closet Bath, plumb... ...ater, wind dryer, 100 amp serv. 42 gal ...e W/H, shower enclosure, ceiling vent Bath ...ll ...., Heat tape outlet outside W/H ... ...x Spindles Surface ..., 5 ... 100%. Deliver + Set up, 1 yr written warranty

REMARKS: Buyer Supplies Blocks + oil Tank

Title to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date

BALANCE CARRIED TO OPTIONAL EQUIPMENT $ —

DESCRIPTION OF TRADE-IN — YEAR — SIZE X — MODEL — BEDROOMS — SERIAL NO — COLOR — OWED TO WHOM

TRADE-IN DEBT TO BE PAID BY DEALER CUSTOMER

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES a. Official Fees Specify	$ 8 —	
VSI	$ 34 —	
b. Insurance on Commodity	$ 658 —	
c. Credit Life Insurance	$ 693.53 — 7 yrs.	
d. Credit Accident & Health	$ —	
e. Taxes Not incl. above	$ —	
f. License Fees $ — ; Regist Fees $ — ; Cert of Title Fees $ —	(Total) $ —	
TOTAL OTHER CHARGES (a + b + c + d + e + f)		$1393.53
5. UNPAID BAL — AMOUNT FINANCED (3 + 4)		$9553.53
6. FINANCE CHARGE		$7993.75
7. ANNUAL PERCENTAGE RATE	11.47%	
8. TOTAL OF PAYMENTS (5 + 6)		$17547.28
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6)		$18397.28

Payable in 143 monthly installments of $121.62 and one final installment of $155.62 all payable the like day of each successive month commencing 6 wks from Del 19—

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS, AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT

SOCIAL SECURITY 063 / 36 / 5025
SOCIAL SECURITY / /

Undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures, that undersigned ... statutory age or has been legally emancipated, that the purchase of the above described trailer, mobilehome or vehicle, the optional equipment and accessories thereon, the in... ...ce as described has been voluntary, that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees each para... ...h and provision of this contract is severable, if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

PARKSVILLE MOBILE/MODULAR HOMES, Inc.
Not Valid Unless Signed and Accepted by an Officer of the Company

DEALER 431

... Subject to acceptance of financing by bank or finance company

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER

SIGNED X LeRoy Wright — PURCHASER
SIGNED X Maureen Wright — PURCHASER

Eckhoff Fwm

Titan 2808

P 4

TYPE OF DEAL

CASH ☑

FINANCED ☐ BANK ____________ NO. YRS. ______

SALES PRICE $8600 -

SALES TAX $516

TOTAL $9116 -

SALES ALLOW ______

DATE

DOWN PAYMENT

6/1	25 -
6/4	975
6/25	8116 -

TOTAL $9116 -

BALANCE DUE TOTAL $ -0 -

DRA - SPEC ______ DATE DEPOSITED $______

DRA ______ DATE DEPOSITED $______

PROCEEDS ______ DATE DEPOSITED $______

HOLDBACKS ______ DATE DUE 432 $______

F/P CHARGE 7/1/4 DATE CHARGED $6846 45

6/4 Eckhoff Titan #2-808
B-4

25.00
25.00

191

BAL. BRO'T FOR'D 157[illegible] 77

6/5 1974

TO Mobile Modular Hse Dealer

FOR

DEPOSITS

TOTAL	1577 77
AMOUNT THIS CHECK	7 —
BALANCE	1570 77

192

6/5 1974

TO Siel Co. [illegible]

FOR

DEPOSITS

TOTAL	1570 77
AMOUNT THIS CHECK	80 —
BALANCE	1490 77

193

6/6 1974

TO Albert DeMarmels

FOR [illegible] work

DEPOSITS

STANDARD INVOICE
. Bill of Sales

Parksville Mobile/Modular Homes, Inc.
914/292-3340 — Route 17, Box 399
PARKSVILLE, NEW YORK 12768

№ 22

SOLD TO: BERNARD MCADAMS
ADDRESS: RD#1 Long Eddy N.Y. 12760

DATE 1/28/74
SALESMAN Al Demarmels

LENGTH	WIDTH	YEAR	STOCK NO.
70	14	74	P-5

MAKE	MODEL		
TITAN	FDK		
SERIAL NUMBER	**COLOR**	**NEW OR USED**	
281V	GREEN/creme	NEW	

PRICE OF UNIT	$ 7 000	—
OPTIONAL EQUIPMENT	—	
COST OF SET-UP PARTS	—	
SUB-TOTAL	7 000	—
SALES TAX IF NOT INCLUDED BELOW IN (4e)	420	—
NON-TAXABLE ITEMS	—	
FEES IF NOT INCLUDED BELOW IN (4f)	—	
1. CASH PRICE	$ 7 420	—
TRADE IN ALLOWANCE	$ —	
LESS BAL. DUE ON ABOVE	$ —	
NET ALLOWANCE	—	
CASH DOWN PAYMENT	$700 —	
CASH AS AGREED SEE REMARKS	—	
2. LESS TOTAL CREDITS	700	—
3. UNPAID BALANCE OF CASH SALE PRICE	6 720	—

DESCRPTION OF TRADE-IN
MAKE:
YEAR: BEDROOMS:
MODEL:
COLOR:
LENGTH: WIDTH:
SERIAL #

INSURANCE COVERAGE
☐ FIRE AND THEFT - CAC
☑ FIRE AND THEFT - COMPREHENSIVE 7 yr
☐ COLLISION - Amt. Deductible $
☐ LIFE, HEALTH, ACCIDENT
☑ CREDIT LIFE 10 YEARS
☑ PERSONAL EFFECTS $1500
☑ VSI

BALANCE OWED TO: —

4. OTHER CHARGES
a. Official Fees (Specify) $ 8 —
VSI $ 34 —
b. Insurance on Commodity 7 yr $ 568 —
c. Credit Life Insurance 10 yr $ 526.57
d. Credit Accident & Health $ —
e. Taxes (Not incl. above) $ —
f. License Fees $ —
Regist Fees $ — (Total)
Cert. of Title Fees $ — $ —
TOTAL OTHER CHARGES (a - b - c - d - e - f) $ 1136.57

REMARKS: Delivered + Setup. Buyer supplies Blocks + Tank

FINANCED THROUGH
Kingston Trust Co. Kingston, NY 12401

FIRST PAYMENT DUE
119 MONTHS @ $ 110.81
1 last payment of $144.81

5. UNPAID BALANCE - AMOUNT FINANCED (3 + 4) $ 7[illegible].57
6. FINANCE CHARGE .... $ 5474.63
7. TOTAL OF PAYMENTS (5 + 6) .... $ 13,331.20
8. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6) .... $ 14,031.20

I HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE DESCRIBED MERCHANDISE AND A COPY OF THIS INVOICE.
BY Bernard McAdams

[redacted]

Form 250 JENKINS MOBILEHOME PRINTERS COPYRIGHT 1970 MASCOUTAH, ILLINOIS 62258
Printed in U.S.A.

5/22

Picknally - TITAN 2807 — 5.00
P-3

WRIGHT - TITAN - 2807 — 25-
P-3

MCADAMS - TITAN - 2812 — 100-
P-5

WRIGHT - TITAN - 2807 — 325-
P-3

GARSIA - Hornette 2107H — 900-
P-9

MANN - Dep. on order — 50-

1405

435

5

173

5/21 1974

TO Petty Cash

FOR

BAL. BRO'T FOR'D	2172	
DEPOSITS 5/21	593	7.
TOTAL	2776	4.
AMOUNT THIS CHECK	25	-
BALANCE	2751	4.

174

5/21 1974

TO N. De Maume

FOR Film

DEPOSITS		
TOTAL	2751	49
AMOUNT THIS CHECK	3	37
BALANCE	2748	12

175

5/22 1974

TO Sullivan County Times

Parksville Mobile/Modular Homes, Inc.

914/292-3340 — Route 17, Box 399
PARKSVILLE, NEW YORK 12768

PURCHASE AGREEMENT
UCC§2-201

CONG. BATAI CHANA

SOLD TO Camp Kol-Ree-NAH PHONE 439-4702 DATE 5/27/74

ADDRESS Livingston Manor, NY SALESMAN Izzy Greenstein

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY

MAKE	MODEL	B ROOMS	APPROX.	NUMBERS
Titan -1974	564D-FDR	3	70 x 12	F-6

SERIAL NUMBER	NEW / USED	COLOR	PROPOSED DELIVERY DATE	NUMBERS
2831	☒ NEW ☐ USED	Green/creme	wk. of 6/24/74	—

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
☐ FIRE AND THEFT — CAC		
☐ FIRE AND THEFT — COMPREHENSIVE		
☐ PERSONAL EFFECTS		
☐ MOBILE HOMEOWNER'S		
☐ Other Insurance (Describe)		
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller	48	$

None

☐ Please purchase the coverages checked above.

SIGNED X

☐ Purchaser has purchased required insurance through

AGENT'S NAME

AGENT'S ADDRESS

NAME OF INSURANCE COMPANY

None

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.

PRICE OF UNIT	$7100 —
OPTIONAL EQUIPMENT	
COST OF SET-UP PARTS	
SUB-TOTAL	7100 —
SALES TAX IF NOT INCLUDED BELOW IN 4e	EXEMPT
NON-TAXABLE ITEMS	
FEES IF NOT INCLUDED BELOW IN 4f	
1. CASH PRICE	$ 7100 —
TRADE-IN ALLOWANCE	$
LESS BAL DUE ON ABOVE	$
NET ALLOWANCE	
CASH DOWN PAYMENT	7100 —
CASH AS AGREED SEE "REMARKS"	$ —
2. LESS TOTAL CREDITS	7100 —
3. UNPAID BALANCE OF CASH SALE PRICE	$ 0000

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

[illegible] Type door, porch light, 100 Amp service, storms + screens, 2 dr. refer, Deluxe range, range hood w/light, breakfast windows, linen cab overhead, plumb for washer, wire for dryer, 40 gal Elec water heater, exhaust fan in bath, Deluxe shower enclosure, [illegible] oil furnace, Hall light, 3 Beds [illegible], L.R. Set, TIE down straps, NY code, heat tape outlet, Smoke det[illegible], outside water heater door, 2 table lamps, oil tank

REMARKS: Delivered + setup. Buyer supplies Blocks +

Title to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date.

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES	
a. Official Fees Specify:	$
VSI	$
b. Insurance on Commodity	$
c. Credit Life Insurance	$
d. Credit Accident & Health	$
e. Taxes (Not incl. above)	$
f. License Fees $ / Regist. Fees $ / Certif. of Title Fees $	Total $
TOTAL OTHER CHARGES (a + b + c + d + e + f)	$
5. UNPAID BAL. — AMOUNT FINANCED (3 + 4)	$
6. FINANCE CHARGE	$
7. ANNUAL PERCENTAGE RATE	%
8. TOTAL OF PAYMENTS (5 + 6)	$
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6)	$

Payable in ______ monthly instalments of $ ______ each and one final installment of $ ______, all payable the like day of each successive month commencing ______, 19__

DESCRIPTION OF TRADE-IN: YEAR ____ SIZE X ____ MAKE ____ MODEL ____ BEDROOMS ____ SERIAL NO. ____ COLOR ____ AMOUNT OWING TO WHOM ____

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE IN TO BE MADE AT THE TIME OF SETTLEMENT.

SOCIAL SECURITY / /

SOCIAL SECURITY / /

TRADE-IN DEBT TO BE PAID BY ____ DEALER ____ CUSTOMER

The undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures; that undersigned is of statutory age or has been legally emancipated; that the purchase of the above described trailer, mobilehome or vehicle, the optional equipment and accessories thereon, the insurance as described has been voluntary; that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees each paragraph and provision of this contract is severable; if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

PARKSVILLE MOBILE/MODULAR HOMES, Inc. DEALER

Not Valid Unless Signed and Accepted by an Officer of the Company

436

Approved, Subject to acceptance of financing by bank or finance company.

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER

SIGNED X ______ PURCHASER

SIGNED X ______ PURCHASER

5/28
GARSIA - Hornet 2107H 122.50
P-9
Proceeds

122.50

5/28
MCADAMS - TITAN - 281Y 600 -
P-5

600 -

5/29 - Monett - Barone 100
P-10 - Hornet - 7048H

100 -

182

5/31 1974

TO Al Bert DeMarinis

FOR Wk end 5/31

DEPOSITS

TOTAL	1873	23
AMOUNT THIS CHECK	130	15
BALANCE	1743	08

183

5/31 1974

TO Smith Erl Auto Parts

FOR

DEPOSITS

TOTAL	1743	08
AMOUNT THIS CHECK	28	29
BALANCE	1714	79

184

5/31 1974

TO Erl Millevcent

FOR

DEPOSITS

FORM 100

Parksville Mobile/Modular Homes, Inc.

914/292-3340 — Route 17, Box 399
PARKSVILLE, NEW YORK 12768

PURCHASE AGREEMENT
UCC § 2-201

SOLD TO Elizabeth Bessie Simms PHONE 292-9809 - 3993 DATE 5/22/74

ADDRESS Box 245 Parksville NY 12768 SALESMAN Al De

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY:

MAKE	MODEL	B ROOMS	APPROX	STOCK NUMBERS
Titan	FDR	2	L 60 W 12	P-12

SERIAL NUMBER	NEW / USED	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS
2842	☒ NEW ☐ USED	Creme/wood Trim	7/1/74	

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE — NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
☐ FIRE AND THEFT — CAC		
☐ FIRE AND THEFT — COMPREHENSIVE		
☐ PERSONAL EFFECTS		
☐ MOBILE HOMEOWNER'S		
☐ Other insurance (Describe)		
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller	4B	$

☐ Please purchase the coverages checked above.

SIGNED X

☐ Purchaser has purchased required insurance through:

AGENT'S NAME

AGENT'S ADDRESS

NAME OF INSURANCE COMPANY

PRICE OF UNIT	$ 6500 —
OPTIONAL EQUIPMENT	—
COST OF SET-UP PARTS	—
SUB-TOTAL	6500 —
SALES TAX IF NOT INCLUDED BELOW IN 4e	390 —
NON-TAXABLE ITEMS	—
FEES IF NOT INCLUDED BELOW IN 4f	
1. CASH PRICE	$ 6890 —
TRADE-IN ALLOWANCE	$
LESS BAL DUE ON ABOVE	$
NET ALLOWANCE	
CASH DOWN PAYMENT	6890 —
CASH AS AGREED SEE "REMARKS"	$
2. LESS TOTAL CREDITS	6890 —
3. UNPAID BALANCE OF CASH SALE PRICE	$ 0000 —

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

Unit: Dinette set, Living Room Furniture, 2 Beds, Night Stand, chest of Drawers. The following stays with Del. double door refrig. gas range, storms + screens, carpet, L.R. Hall, + Master Bedroom, curtains. wired for dryer, plumb for washer, mildew ?, 40 gal Elec water heater, 100 Amp. Service. Delivered + Setup by seller as described. warranty. Buyer supplies Blocks

REMARKS: + oil Tank.
50 - 8" Blocks
2 - 4" Block

Title to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date.

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES
a. Official Fees (Specify) $
VSI $
b. Insurance on Commodity $
c. Credit Life Insurance $
d. Credit Accident & Health $
e. Taxes (Not incl. above) $
f. License Fees $
Regist. Fees $ (Total)
Certif. of Title Fees $
TOTAL OTHER CHARGES (a + b + c + d + e + f) $
5. UNPAID BAL. — AMOUNT FINANCED (3 + 4) $
6. FINANCE CHARGE $
7. ANNUAL PERCENTAGE RATE %
8. TOTAL OF PAYMENTS (5 + 6) $
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6) $
Payable in monthly installments of $
and one final installment of $, all payable the like day of each successive month commencing 19

DESCRIPTION OF TRADE-IN

YEAR		SIZE
MAKE	MODEL	BEDROOMS
ID NO	SERIAL NO	COLOR
AMOUNT OWING TO WHOM		

TRADE-IN DEBT TO BE PAID BY — DEALER CUSTOMER

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHANGES IN PAYOFF ON TRADE IN TO BE MADE AT THE TIME OF SETTLEMENT.

SOCIAL SECURITY / /
SOCIAL SECURITY / /

The undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures, that undersigned is of statutory age or has been legally emancipated, that the purchase of the above described trailer, mobilehome or vehicle, the optional equipment and accessories thereon, the insurance as described has been voluntary, that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees each paragraph and provision of this contract is severable; if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

PARKSVILLE MOBILE/MODULAR HOMES, Inc — DEALER 438
Not Valid Unless Signed and Accepted by an Officer of the Company
[signature] Pres
Approved Subject to acceptance of financing by bank or finance company

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER
SIGNED X [signature] PURCHASER
SIGNED X PURCHASER

Parksville Mobile/Modular Homes, Inc.

914/292-3340 — Route 17, Box 399
PARKSVILLE, NEW YORK 12768

PURCHASE AGREEMENT
UCC § 2-201

SOLD TO Mr.+Mrs. George Karastamatis PHONE 516-MO9-6409 DATE 5-21-74
ADDRESS 23 Calvert Ave, W. Babylon, L.I 11704 SALESMAN Izzy Goudstein

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY

MAKE	MODEL	B ROOMS	APPROX	STOCK NUMBERS
Titan	575	2	60 w 14	unknown

SERIAL NUMBER	NEW / USED	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS
unknown 312B	✓ NEW	Woodtone/cream trim	4 wks	

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE — NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
FIRE AND THEFT — CAC		
✓ FIRE AND THEFT — COMPREHENSIVE	84	640 —
✓ PERSONAL EFFECTS $2000 -	84	↓
MOBILE HOMEOWNER'S		
✓ Other insurance (Describe) $1199 ADJ. St & Ext. wc		
TOTAL PREMIUM for insurance coverages on the commodity obtained from or through seller	4B	$640 —

[ ] Please purchase the coverages checked above

SIGNED X

[ ] Purchaser has purchased required insurance through
this deal valid at time of deposit.
AGENT'S NAME

AGENT'S ADDRESS
Power Vent in Bath ✓
NAME OF INSURANCE COMPANY

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.
2 Beds, wheat leaves, Dinette set, McGraw

PRICE OF UNIT	$ 7553 —
OPTIONAL EQUIPMENT	—
COST OF SET-UP PARTS	
SUB-TOTAL	7553 —
SALES TAX IF NOT INCLUDED BELOW IN 4e	453 18
NON-TAXABLE ITEMS	—
FEES IF NOT INCLUDED BELOW IN 4f	—
1. CASH PRICE	$ 8006 18
TRADE IN ALLOWANCE	$ —
LESS BAL DUE ON ABOVE	$
NET ALLOWANCE	—
CASH DOWN PAYMENT	1000.18
CASH AS AGREED SEE REMARKS	$ —
2. LESS TOTAL CREDITS Dep. to be mailed	1000 18
3. UNPAID BALANCE OF CASH SALE PRICE	$ 7006 —

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

...se type Door, porch light, hurricane straps, storms & screens, hall light, total electric, extra thick insul, ...furnace, elec. range, 42 gal. w/H, 200 Amp service, range hood w/light, single door ...fer-gold, gold couch, plumbing for washer, ...e for Dryer, knockout windows, Heat ...e outlet, shutter all around, gold carpet L.R., Hallway, rear bedroom, N.Y. seal, ...y. Code, and other codes, outside water heater, ...r, DLx spindle and smoke Detector, surface sewer

REMARKS Home to be delivered ... as is ... title should ...

...le to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date

In Transit

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

DESCRIPTION OF TRADE-IN
delivered + Set up. Buyer supplies blocks
1 yr warranty describes in full later

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES	
a. Official Fees Specify VSI	$ 3.00 / $ 34.00
b. Insurance on Commodity	$ 640.00
c. Credit Life Insurance	$ 348.13
d. Credit Accident & Health	$ —
e. Taxes Not incl. above	$ —
f. License Fees $ / Regist Fees $ / Cert. of Title Fees $	Total $
TOTAL OTHER CHARGES (a + b + c + d + e + f)	$ 1030.13
5. UNPAID BAL - AMOUNT FINANCED (3 + 4)	$ 8036.13
6. FINANCE CHARGE	$ 3919.99
7. ANNUAL PERCENTAGE RATE	12.28%
8. TOTAL OF PAYMENTS (5 + 6)	$ 11,956.12
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6)	$ 12,956.30

Payable in 83 monthly installments of $141.93 each and one final installment of $ 177.93 all payable the like date of each successive month commencing 6 weeks from Spring 74

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE IN TO BE MADE AT THE TIME OF SETTLEMENT

SOCIAL SECURITY	129 12 5090
SOCIAL SECURITY	/ /

TRADE-IN DEBT TO BE PAID BY — DEALER CUSTOMER

The undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures, that undersigned is of majority age or has been legally emancipated, that the purchase of the above described trailer, mobilehome or vehicle, the optional equipment and accessories thereon, the insurance as described has been voluntary, that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees each paragraph and provision of this contract is severable, if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

PARKSVILLE MOBILE/MODULAR HOMES Inc
Not Signed and Accepted by an Officer of the Company
[signature] Pres
Not valid until acceptance of financing by bank or finance company

DEALER 439

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER

SIGNED X George Karastamatis PURCHASER
SIGNED X Despina Karastamatis PURCHASER

Parksville Mobile/Modular Homes, Inc.
914/292-3340 — Route 17, Box 399
PARKSVILLE, NEW YORK 12768

PURCHASE AGREEMENT
UCC § 2-201

SOLD TO Mr + Mrs John Carroll PHONE 516-888-0268 DATE 5/21/74
ADDRESS 1306 Herzel Blvd W. Babylon L.I. 11704 SALESMAN Izzy Goodstei[n]

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPERTY

MAKE	MODEL	B. ROOMS	APPROX	STOCK NUMBERS
Titan	575	2	60 w 14	unk.

SERIAL NUMBER	NEW / USED	COLOR	PROPOSED DELIVERY DATE	KEY NUMBERS
unk 3123	✓ NEW	WOOD Tone/creme Trim	4wks	

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE — NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
[ ] FIRE AND THEFT - CAC		
[✓] FIRE AND THEFT - COMPREHENSIVE	84	640 —
[✓] PERSONAL EFFECTS $2000	84	↓
[ ] MOBILE HOMEOWNER'S		
[✓] Other insurance (Describe) $1199 ADJ. STRUCT	84	
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller	4B	$ 640 —

[ ] Please purchase the coverages checked above.

SIGNED X

[ ] Purchaser has purchased required insurance through

AGENT'S NAME

AGENT'S ADDRESS

Power vent in Bath

NAME OF INSURANCE COMPANY

PRICE OF UNIT	$ 7553 —
OPTIONAL EQUIPMENT	—
COST OF SET-UP PARTS	—
SUB-TOTAL	7553 —
SALES TAX IF NOT INCLUDED BELOW IN 4e	453 18
NON-TAXABLE ITEMS	—
FEES IF NOT INCLUDED BELOW IN 4f	
1. CASH PRICE	$ 8006 18
TRADE IN ALLOWANCE	$ —
LESS BAL DUE ON ABOVE	$ —
NET ALLOWANCE	—
CASH DOWN PAYMENT	1000.18
CASH AS AGREED SEE "REMARKS"	$ —
2. LESS TOTAL CREDITS Deposit be Mailed	1000 —
3. UNPAID BALANCE OF CASH SALE PRICE	$ 7006

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION. 2 Beds, 1 Chest Box

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES Diverter Set-Metal

..e Type door, porch light, Hurricane Straps, storms + screens windows, hall light, Total Electric, Extra Thick insulation, Elec Furnace, Elec Range, 4 gal w/Heater, 200 Amp service, range hood w/light, single dr. refr. gold, ...d crush velvet couch + End Table, Plumb for washer, wire for dryer, breakout windows, Heat tape outlet, shutters 100% Carpet L.R. Hall (rear) ...K. gold, outside w/Heater door, Deluxe sprinklers, smoke detector, surface sewer. Home to be anchored.

REMARKS: to be stored at lot. This deal ... time of Deposit. ... no ... is valid

Title to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date

BALANCE CARRIED TO OPTIONAL EQUIPMENT $ —

DESCRIPTION OF TRADE-IN YEAR SIZE BEDROOM

Delivered + Setup, Buyer supplies Blocks, hookups water + Sewer. 1 yr. warranty, decorator insulator.

TRADE-IN DEBT TO BE PAID BY — DEALER CUSTOMER

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES a. Official Fees Specify VSI	$ 8.00 / $ 34.00
b. Insurance on Commodity	$ 640.00
c. Credit Life Insurance	$ 348.13
d. Credit Accident & Health	$ —
e. Taxes (Not incl. above)	$ —
f. License Fees $ / Regist. Fees $ / Certif. of Title Fees $	(Total) $
TOTAL OTHER CHARGES (a + b + c + d + e + f)	$ 1030.13
5. UNPAID BAL. - AMOUNT FINANCED (3 + 4)	$ 8036.13
6. FINANCE CHARGE	$ 3919.99
7. ANNUAL PERCENTAGE RATE	12.22
8. TOTAL OF PAYMENTS (5 + 6)	$ 11,956.12
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6)	$ 12,956.30

Payable in 83 monthly installments of $ 141.93 and one final installment of $ 177.93, all payable the like day of each successive month commencing 6wks from Signing, 19

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE IN TO BE MADE AT THE TIME OF SETTLEMENT.

SOCIAL SECURITY	079 / 18 / 9132
SOCIAL SECURITY	/ /

Undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures, that undersigned ... of age or has been legally emancipated, that the purchase of the above described trailer, mobilehome or vehicle, the optional equipment and accessories thereon, the insurance as described has been voluntary, that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees each part and provision of this contract is severable, if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

PARKSVILLE MOBILE/MODULAR HOMES, Inc. DEALER 440

(signature) Unless Signed and Accepted by an Officer of the Company

Subject to acceptance of financing by bank or finance company

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER

SIGNED X John J. Carroll PURCHASER

SIGNED X Belle Carroll PURCHASER

Parksville Mobile/Modular Homes, Inc.

PURCHASE AGREEMENT
UCC § 2-201

914/292-3340 — Route 17, Box 399
PARKSVILLE, NEW YORK 12768

SOLD TO Stephana GRECO PHONE 212 NI9-0992 DATE 5/19/7

ADDRESS 477 Montague Ave Brooklyn, Ny 11208 SALESMAN I. Goldste

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT SELLER AGREES TO SELL AND THE PURCHASER AGREES TO PURCHASE THE FOLLOWING DESCRIBED PROPER

MAKE	MODEL	B ROOMS	APPROX	STOCK NUMBER
TITAN	FDR	3	70 w 14	Unkn

SERIAL NUMBER	NEW / USED	COLOR	PROPOSED DELIVERY DATE	KEY NUMBER
Unknown	☑ NEW ☐ USED	Woodgrain Trim/gold	4 wks	

CUSTOMER MAY CHOOSE PERSON FROM WHICH INSURANCE IS OBTAINED.

INSURANCE COVERAGE — NO COVERAGES EXCEPT AS SHOWN BELOW	NUMBER OF MONTHS	$
☐ FIRE AND THEFT — CAC		
☐ FIRE AND THEFT — COMPREHENSIVE		
☐ PERSONAL EFFECTS		
☐ MOBILE HOMEOWNER'S		
☐ Other insurance (Describe)		
TOTAL PREMIUM for insurance coverages on the commodity if obtained from or through seller 4B		$

☐ Please purchase the coverages checked above.

SIGNED X

☐ Purchaser has purchased required insurance through:

AGENT'S NAME

AGENT'S ADDRESS

NAME OF INSURANCE COMPANY

PRICE OF UNIT	$8700
OPTIONAL EQUIPMENT	—
COST OF SET-UP PARTS	
SUB-TOTAL	8700
SALES TAX IF NOT INCLUDED BELOW IN 4e	522
NON-TAXABLE ITEMS	—
FEES IF NOT INCLUDED BELOW IN 4f	—
1. CASH PRICE	$9222
TRADE IN ALLOWANCE $ —	
LESS BAL DUE ON ABOVE $ —	
NET ALLOWANCE	
CASH DOWN PAYMENT 1000 —	
CASH AS AGREED SEE REMARKS $	
2. LESS TOTAL CREDITS	1000
3. UNPAID BALANCE OF CASH SALE PRICE	$8222

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES

...se Typedown, porch light, Hurricane Straps, storm + screen windows, Wall light, extra insulation, three-net, Range Hood light, 2 dr refrig, gas range DLX, Deluxe Dinette, DLX modern L/R, Couch, Chair, End table, Coffee table, Linen Closet, Bath, plumb washer, wire dryer, 100 amps service, 40 gal elec water heater, Shower enclosure, ceiling vent Bath, Miller gas Furnace, Heat tape outlet, Hitch Hat Down DLX Spindle, Screens, 100%, Wall carpet, Wall typedown

REMARKS: Saver, Shutters, ... same deco as #2807

Title to the within described unit passes as of the date of signing of the retail installment or security agreement by the purchasers even though physical delivery may not be made until a later date.

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

DESCRIPTION OF TRADE-IN — YEAR — SIZE x — BEDROOMS

Delivered + Setup - Buyer supplies Blocks - oil Tank elec hookup. 1 yr written Warranty

TRADE-IN DEBT TO BE PAID BY DEALER CUSTOMER

PRO FORMA FINANCING MEMORANDUM

4. OTHER CHARGES		1322 —
a. Official Fees Specify VSI	$	
b. Insurance on Commodity	$	
c. Credit Life Insurance	$	
d. Credit Accident & Health	$	
e. Taxes Not incl. above	$	
f. License Fees $ / Regist Fees $ / Certif. of Title Fees $	Total $	
TOTAL OTHER CHARGES (a + b + c + d + e + f)		$
5. UNPAID BAL. — AMOUNT FINANCED (3 + 4)		$
6. FINANCE CHARGE		$
7. ANNUAL PERCENTAGE RATE	%	
8. TOTAL OF PAYMENTS (5 + 6)		$
9. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6)		$

Payable in ______ monthly installments of $ ______ and one final installment of $ ______, all payable the ______ of each successive month commencing ______

IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT ... SARY CORRECTIONS, AND ADJUSTMENTS CONCERNING CHANG... PAYOFF ON TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT

SOCIAL SECURITY / /

SOCIAL SECURITY / /

The undersigned certify that the matter printed on the back hereof is agreed to as a part of this agreement, the same as if it were printed above the signatures, that unde... statutory age or has been legally emancipated, that the purchase of the above described trailer, mobilehome or vehicle, the optional equipment and accessories there... ance as described has been voluntary, that the property being traded in is free from all encumbrances whatsoever, except as noted herein. The undersigned agrees e... graph and provision of this contract is severable; if one portion thereof is invalid the remaining portion shall, nevertheless, remain in full force and effect.

PARKSVILLE MOBILE/MODULAR HOMES, Inc. DEALER
Not Valid Unless Signed and Accepted by an officer of the Company

[signature] J. Goldstein Pres 441

Approval subject to acceptance of financing by bank or finance company

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS...

SIGNED X. Stefani Greco PU...

SIGNED X. PU...

PARKSVILLE MOBILE-MODULAR HOMES, INC.
Route 17
Phone: (914) 292-3340
Parksville, New York 12768

457-3801

5/19 1974 № 28

Received of Clarence Moran

For Rent of Stock No. Make Ser. No. New or Used $ —

Length Width Yr. Sale Price Tax Total Price $ —

Incidentals & Extras Dep. until Decide on 14 or 24' $ 50.00

Cash Down Payable in Advance of Delivery. Total $ 50.00

Deposit To Be Returned if Credit N.G. or Change of Mind

Bal. Due $

CASH ☑ CHECK ☐ M.O. ☐

THANK YOU

By [signature]

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STANDARD INVOICE

Parksville Mobile/Modular Homes, Inc.
914/292-3340 — Route 17, Box 399
PARKSVILLE, NEW YORK 12768

№ 49

SOLD TO: Lester & Susan Quick

DATE 9/27/74

ADDRESS: Youngs Rd Cooks falls, N.Y

SALESMAN D. Goodstein

LENGTH	WIDTH	YEAR	STOCK NO.
70	14	75	

MAKE: Titan
MODEL: 574D
SERIAL NUMBER: 3251
COLOR: Black/white
NEW OR USED: New

DESCRIPTION OF TRADE-IN

MAKE: Great Lakes
YEAR: 1966 BEDROOMS: 2
MODEL: FDR
COLOR: yellow/white
LENGTH: 55 WIDTH: 10
SERIAL: 157854

INSURANCE COVERAGE

- [x] FIRE AND THEFT - CAC
- [ ] FIRE AND THEFT - COMPREHENSIVE
- [ ] COLLISION - Amt. Deductible $
- [ ] LIFE, HEALTH, ACCIDENT
- [x] CREDIT LIFE 12 YEARS
- [x] PERSONAL EFFECTS
- [x] VSI

PRICE OF UNIT		$ 8,900 -
OPTIONAL EQUIPMENT		
COST OF SET-UP PARTS		
SUB-TOTAL		8,900 -
SALES TAX IF NOT INCLUDED BELOW IN (4e)		356 -
NON-TAXABLE ITEMS		
FEES IF NOT INCLUDED BELOW IN (4f)		
1. CASH PRICE		$ 9,256 -
TRADE IN ALLOWANCE	$1005	
LESS BAL DUE ON ABOVE	$	
NET ALLOWANCE	1005 -	
CASH DOWN PAYMENT	295 -	
CASH AS AGREED SEE REMARKS		
2. LESS TOTAL CREDITS		1,300 -
3. UNPAID BALANCE OF CASH SALE PRICE		7,956 -

4. OTHER CHARGES
a. Official Fees (Specify) File $ 8-
VSI $ 34-
b. Insurance on Commodity $ 675-
c. Credit Life Insurance $ 678.86
d. Credit Accident & Health $ -
e. Taxes (Not incl. above) $ -
f. License Fees $
Regist Fees $
Certif. of Title Fees $
(Total) $ -

TOTAL OTHER CHARGES (a - b - c - d - e - f) 1395.86

5. UNPAID BALANCE - AMOUNT FINANCED (3 + 4) $351.86
6. FINANCE CHARGE.................... $823.34
7. TOTAL OF PAYMENTS (5 + 6)............ $ 17177.20
8. TOTAL DEFERRED PAYMENT PRICE (1 + 4 + 6).... $ 18,472.20

BALANCE OWED TO:

REMARKS: If Close out on Trade in less than $645.00/100 Parksville will pay difference, If more than $645.00/100 Lester Quick pays difference.

FINANCED THROUGH
Kingston Trust Co

FIRST PAYMENT DUE
143 MONTHS @ $ 119.05
1 @ 153.05

I HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE DESCRIBED MERCHANDISE AND COPY OF THIS INVOICE.

Lester C. Quick

[redacted]

Form 250 JENKINS MOBILEHOME PRINTERS COPYRIGHT 1970 MASCOUTAH ILLINOIS 62258

Printed in U.S.A.

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
---X

REX-NORECO, INC.,

Plaintiff,

-against-

ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR HOMES, INC., and ADAM FILIPOWSKI,

Defendants.
---X

APPEARANCES:

FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN, ESQS.
477 Madison Avenue
New York, New York 10022
Attorneys for Plaintiff

MARK E. ARROLL, ESQ.
261 Broadway
New York, New York 10007
Attorney for Defendant ISIDORE GOODSTEIN

JOHN F. MARTIN, ESQ.
342 Madison Avenue
New York, New York 10017
Attorney for Defendants PARKSVILLE MOBILE MODULAR HOMES, INC. and ADAM FILIPOWSKI

LASKER, D.J.

Rex-Noreco ("Rex") moves for an order holding defendants in contempt of the preliminary injunction entered by this court on May 20, 1974, enjoining them from "engaging in the sale of mobile homes, directly or indirectly, from defendants' present sales location" in Parksville, New York. The Court of Appeals affirmed our May 20th Order on July 3, 1974.

This is not the first time Rex has sought such relief. By memorandum dated September 13, 1974, we found it "indisputable" that Parksville was in contempt for operating its sales lot, and by Order dated November 7, 1974, directed it to pay attorneys' fees to plaintiff. By memorandum dated December 31, 1974 we awarded plaintiff damages as against Parksville as a fine for its contempt, based on the profits it diverted from Rex as a result of three sales of mobile home units. Such damages have not been paid because of Parksville's lack of funds.

By the present motion, plaintiff seeks recovery of the unpaid damages and substantial additional damages based on Parksville's profits from the sale of seventeen units sold between May 20, 1974 and October 21, 1974 which were not covered on the original motion.

I.

As to the seventeen sales involved on the present

motion, Rex claims that damages should be assessed as to Goodstein and Parksville for ten sales which occurred prior to July 30, 1974, when the purported transfer to Filipowski took place; and as to all three defendants, jointly and severally, for seven sales occurring between August and October, 1974.

It is undisputed (as it was on the earlier motion) that such sales took place and they are reflected on Parksville's records. (Plaintiff's trial Exhibits 8, 9A and 37.) Nevertheless, Goodstein argues he is not in contempt as to most, if not all, of the sales which occurred prior to July 30, 1974, because Parksville had binding contracts for such sales prior to the effective date of the injunction (May 30, 1974) and our Order permitted the performance of those contracts. Goodstein also claims that he is not in contempt for sales made after July 30, 1974 because he had completely severed his connections with Parksville.

In support of his argument that the pre-July 30th sales did not violate the injunction, Goodstein submits photocopies of a number of documents alleged to be sales contracts and receipts for cash deposits made by the customers involved in the pertinent sales. Most of the documents bear dates prior to May 30, 1974 and are intended to establish that contracts for the sales in

issue were in existence prior to the effective date of our Order.

There are several problems with Goodstein's approach. First, the "offer of proof," such as it is, comes late in the day. All counsel agreed to submit the present motion on the basis of the record as established on the earlier proceedings in the case, including, of course, the trial on the merits. The exhibits on which Goodstein now relies have arrived long after the motion was fully submitted to the court. Although, as indicated in the letter of Goodstein's counsel dated March 28, 1975, the court allowed Goodstein to respond to certain arguments belatedly raised by plaintiff, no permission was given to reopen the record.

Moreover, the documents submitted are not competent evidence; they were not introduced at trial and there is no proof that they are what they purport to be. Accordingly, we consider them only for the limited purpose of determining whether they raise factual issues which require further proceedings on the present motion.

Even assuming the documents to be competent evidence of the events they purport to signify, we find for the reasons stated below that Goodstein is in contempt.

By its terms, our May 20th Order permitted "per-

formance of any contracts for the sale of mobile homes made by the defendants prior to [the effective date of the Order]." The manifest purpose of the exclusion was to permit defendants to complete transactions to which they had obligated themselves prior to entry of the injunction. Several of the documents submitted by Goodstein purport to be binding purchase agreements executed prior to the effective date of the Order, and we assume for purposes of the present motion that the sales they represent (which were consummated after the effective date of our Order) are not violations. However, the receipts for small cash deposits made by two customers (Eckhoff, $25. and Barrow, $100) do not by any construction represent a contract for sale within the terms of our Order. Goodstein testified at trial that such deposits were not binding on either party and indeed Parksville's printed forms of receipt for deposits state "Deposit To Be Returned if Credit N.G. or Change of Mind." Since Parksville's sales to Mann and Eckhoff took place on June 15 and 25, respectively, they do not come within the exclusion of our Order, and Goodstein is in contempt at least as to those two sales.

Moreover, we find Goodstein to be in contempt as to sales by Parksville after July 30, 1974. It is indisputable that such sales took place and that they

violate our Order. In view of our earlier findings [1/] that Goodstein's transfer of Parksville to Filipowski was not a bona fide transfer and that he continued to have a substantial financial interest in its operation, he is in contempt for all sales made by it after July 30, 1974.

II.

Defendant Filipowski does not dispute that Parksville was continually in operation after July 30, 1974. He was not personally a defendant in this action at the time of the entry of the preliminary injunction, and is not specifically named in our May 20, 1974 Order. Nevertheless, we find him to be in contempt for sales occurring after July 30th because, as Parksville's principal officer, he caused Parksville to continue the sale of mobile homes in order to assist Goodstein to circumvent the injunction. See Regal Knitwear Co. v. National Labor Relations Board, 324 U.S. 9 (1944), Babee-Tenda Corp. v. Scharco Mfg. Co., 156 F.Supp. 582 (S.D.N.Y. 1957).

III.

Rex seeks and is entitled to reasonable attorneys fees in connection with the contempt proceedings. It also seeks damages for defendants' contempt, measured by

the profits it claims to have lost as a result of the seventeen sales diverted by Parksville.

Rex has the burden of establishing by competent proof that it has been damaged by the sales in question. Babee-Tenda Corp. v. Scharco Mfg. Co., supra, 156 F.Supp. at 588. By letter dated March 26, 1975, plaintiff's counsel stated that plaintiff has no further evidence to offer as to damages and that it rests on the record as developed in the proceedings to date. For the reasons stated below, we find that Rex is not entitled to compensatory damages for the seventeen sales in issue on the present motion.

Not surprisingly, Rex relies heavily on our December 31, 1974 memorandum relating to the original motion to hold defendants in contempt. We stated there that plaintiff was entitled to recover the profits it lost as a result of the three sales in question, which were presumed to be the same as Parksville's actual profits. However, at the time of the original motion for contempt, which preceded the trial on the merits, the record did not indicate the number of mobile home dealers in the Loch Sheldrake-Parksville area, the scope of the geographic area from which plaintiff and defendants draw potential customers, and the degree to which units offered by defendants compete with those offered by Rex.

On such a thin record, it was fair to infer that any sales made by Parksville, as the "only other dealer in town," diverted sales and profits from Rex's location seven miles away.

However, the record as developed at trial no longer supports such an inference. It was established at trial that there are approximately ten retail mobile home dealers within a ten-mile radius of plaintiff's Loch Sheldrake location and close to fifty dealers within a radius of twenty-five miles. No doubt there are many more than fifty dealers within the effective market area of the Loch Sheldrake and Parksville locations, which was established to be approximately a seventy-five mile radius from Parksville, New York.

There is no evidence of record to suggest that Rex would have made any, much less all, of the seventeen sales made by Parksville in violation of the preliminary injunction. It was established at trial, and we have found, that plaintiff's products (which are exclusively refurbished units) compete with those offered by Parksville to the extent that Parksville offers similar units taken as trade-ins, or factory new units similarly priced to "like-new" refurbished units offered by plaintiff -- those less than three years old. (See Memorandum dated March 24, 1975, Findings of Fact Nos. 32, 33).No inference can be drawn that Parksville diverted sales from

Rex unless Parksville sold units competitive with those offered by Rex during the relevant period from June 1, 1974 to October 31, 1974. The record clearly does not support the inference. All seventeen of Parksville's sales were factory new units; sixteen of these were fourteen foot wide units, and one was twelve feet wide. Rex's refurbished homes are all ten or twelve feet wide. Moreover, the inventory records for Rex's Loch Sheldrake location for the period June 1, 1974 to October 31, 1974 show that during that period Rex had for sale only three units less than three years old which remained unsold at the end of October. (See Plaintiff's Exhibit 55.) At most, therefore, Parksville could have diverted only these three sales from Rex, rather than the seventeen claimed.

These facts, coupled with the existence of a large number of competitors of Rex, require a finding that Parksville's sales were not at Rex's expense and accordingly Rex is not entitled to compensatory damages. 2/

IV.

As noted above, we awarded damages to plaintiff on the original motion to hold Parksville in contempt, which Parskville states it is unable to pay. Such an award was proper on the basis of the record as it then

stood. However, we would not have awarded damages at that time if counsel had brought to our attention, as was their obligation, all of the facts which are now in the record, and which require a finding that plaintiff was not and is not entitled to compensatory damages. Accordingly, Parksville is relieved from our earlier Order to pay compensatory damages. In so ruling we do not, of course, wish to suggest that lapses of counsel ought generally to be cured by such retrospective relief. However, in the special context of a contempt proceeding, we believe that this is the proper course.

But this does not end the matter. Although we find and, on the facts and applicable law, are required to find, that Rex is not entitled to compensatory damages there remains the serious question whether defendants should be punished for criminal contempt. The record suggests, if it does not establish, that defendants have consciously flouted an Order of this court over a period of several months. Such conduct, if proven to have been willful, is punishable by fine or imprisonment. See 18 U.S.C. §401(3). Because the present record suggests that defendants' conduct may have been willful, we shall refer the question of criminal contempt to the United States Attorney for this District.

To sum up: plaintiff's motion to hold defendants

in civil contempt is granted to the following extent:

(a) Goodstein and Parksville are held in contempt for all sales (apart from those on which we ruled on the original motion) which were contracted for by Parksville after the effective date of the preliminary injunction.

(b) Filipowski is held in contempt for all sales made by Parksville after July 30, 1974.

(c) Rex is entitled to judgment against all defendants for its costs and attorneys fees in connection with the present motion, and is directed to submit proof of the amount of such costs and fees within ten days of the date of this memorandum.

Parksville is relieved from any liability for compensatory damages as specified in the Order on the earlier motion for contempt.

The court will refer the question of defendants' criminal contempt to the United States Attorney for this District.

Submit judgment and order on notice.

Dated: New York, New York
April 14, 1975.

MORRIS E. LASKER
U.S.D.J.

FOOTNOTES

1. See our memoranda in this action filed December 31, 1974 and March 24, 1975.

2. Indeed, if any inference were to be drawn that a dealer offering new mobile homes diverted sales from Rex, Ramad Sales Corp., which engaged in the sale of new units at the Loch Sheldrake location, would be the logical choice.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REX-NORECO, INC., Plaintiff, - against - ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR HOMES, INC., and ADAM FILIPOWSKI, Defendants.	:	74 Civ. 1728 (MEL)

LENORE D. KALMUS, being duly sworn, deposes and says:

1. I am an attorney associated with the firm of Finley, Kumble, Heine, Underberg & Grutman, attorneys for plaintiff, Rex-Noreco, Inc. in this action, in which a prelim- inary injunction, entered by this Court on May 20th, 1974 interdicted the defendants from directly or indirectly engaging in the sale of mobile homes at Parksville , New York. From August, 1974, when a motion was first made by plaintiff seeking the imposition of penalties upon the defendants for violations of the preliminary injunction, I have participated in all of the legal work performed by plaintiff's attorneys, assisting Jeffrey A. Fillman, the member of the firm charged with the principal responsibility for the prosecution of the case.

2. I submit this affidavit in compliance with the Court's Memorandum, dated April 14, 1975 granting a

subsequent motion of plaintiff to hold the defendants in civil contempt and directing the submission of proof as to costs and attorneys' fees necessarily incurred in developing evidence of defendants' contempt and preparation of the motion papers. Proof of the reasonable value of attorneys' fees for services impelled by the necessity to preserve plaintiffs' rights under the preliminary injunction from encroachment by defendants' contemptuous behavior is annexed as Exhibit "A" and warrants an award of not less than $5,260.

3. Exhibit "A" consists of photocopies of attorneys' time records required by the firm to be regularly maintained and made contemporaneously with the performance of the services described. There are twenty-five entries for Mr. Fillman, totalling 119.1 hours. The hourly billing rate established by the firm for Mr. Fillman's legal services is $100, and arithmetical computation produces a resultant $11,910.

4. It is not suggested that this entire sum is directly attributable to development of the materials and motion papers establishing the contempts. The annexed records of Mr. Fillman's legal services include all of the time expended in preparation for and attendance at trial, as indicated in his letter to this Court, dated April 24, 1975, Exhibit "B" annexed. Some portion of the trial preparation, and of the

examination of Messrs. Goodstein and Filipowski as witnesses, was essential to lay the evendentiary groundwork upon which the Court made a determination of contempt.

5. My trial notes reflect that the direct examination of defendant Filipowski by Mr. Fillman took place on January 20, 1975 from 10:45 A.M. until 12:25 P.M.; and that of defendant Goodstein from 2:05 until 4:05 on the same date. While it is difficult to isolate a single strand from the woven pattern of defendants' activities established by this testimony, it would be fair to state that at least an hour and a half of their testimony was concerned with direct or indirect selling of mobile homes at Parksville, New York, and the introduction into evidence of documents relating to that subject. I believe that not less than (8) hours of Mr. Fillman's trial preparation was devoted specifically to an analysis of the Parksville sale of mobile homes and long meticulously prepared written questions for Filipowski and Goodstein which he used in his direct examination relating to that subject.

6. Exhibit "A", Items numbered 1,2,3, 4, 15, 18, 22, 23, and 24 establishes that 31.1 hours of Mr. Fillman's time were directly related to the specific contempt issue, including extensive research required to determine whether the corporate veil could be pierced to reach the individual for the imposition of penalties consequent upon contempt if found by the Court.

7. Thus the total of Mr. Fillman's time required to establish the civil contempt of the defendant is 40.6 hours,

for which the client was billed $4,600.

8. My own relatively modest expenditure of time reflected in Exhibit "A" at Items numbered 26 through 29, is eleven hours, all of which is explicitly referrable to the contempt issue decided by the Court on April 25. At the $60.hourly billing rate established by the firm for my services, the amount billed the client for this work was $660. No amount is requested for my presence at trial throughout the examination of Filipowski and Goodstein or for my assistance in the trial preparation of the relevant material, although I hope it will not be thought presumptuous of me to state that these services were of value and deserve at least some small portion of fees to be awarded, especially as the client has been billed for them.

WHEREFORE, it is respectfully requested that this Court award to plaintiff as and for costs and attorneys' fees in connection with the determination of defendants' civil contempt as decided on April 14, 1975, the sum of $5,260, and that plaintiff shall have such other and further relief as the Court deems to be just under the circumstances.

Lenore D. Kalmus

LENORE D. KALMUS

Sworn to before me this

25th day of April, 1975

Theresa M. Florio

THERESA M. FLORIO
NOTARY PUBLIC, State of New York
No. 24-6339650
Qualified in Kings County
Commission Expires March 30, 1976

Exhibit A

CLIENT/MATTER NO. LAWYER DATE TIME

CLIENT Rex-Norco Inc
MATTER Goodstein
LAWYER'S NAME J. Fillman

1

DESCRIPTION OF SERVICE
Reviewing Jerall Affidavit
Letter to Lasker.

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

1884	1015	034	7 25 75	4.0
CLIENT/MATTER NO.	LAWYER		DATE	TIME

CLIENT Rex-Norco Inc
MATTER Goodstein
LAWYER'S NAME J. Fillman

2

DESCRIPTION OF SERVICE
Drafting Motion re:
Contempt

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

1884	1015	034	7 24 75	1
CLIENT/MATTER NO.	LAWYER		DATE	TIME

CLIENT Rex-Norco Inc
MATTER Goodstein
LAWYER'S NAME J. Fillman

3

DESCRIPTION OF SERVICE
Motion re: Contempt

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

4

1895	015	022	2 10 75	7
CLIENT/MATTER NO.		LAWYER	DATE	TIME

CLIENT: Rex-Norco

MATTER: Goodstein

LAWYER'S NAME: Fillman

DESCRIPTION OF SERVICE

reviewing ex to compute contempt damages

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

5

1895	015	022	2 5 75	8
CLIENT/MATTER NO.		LAWYER	DATE	TIME

CLIENT: Rex-Norco

MATTER: Goodstein

LAWYER'S NAME: Fillman

DESCRIPTION OF SERVICE

Trial

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

6

1895	015	022	2 4 75	8
CLIENT/MATTER NO.		LAWYER	DATE	TIME

CLIENT: Rex-Norco

MATTER: Goodstein

LAWYER'S NAME: Fillman

DESCRIPTION OF SERVICE

Trial

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

1845 015 022 7 3 15 80

CLIENT/MATTER NO. LAWYER DATE . TIME

CLIENT Rex-Marcus Inc

MATTER Goodstein

LAWYER'S NAME J. Tillman

DESCRIPTION OF SERVICE

Trial

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

463

1845 015 022 1 29 75 .20

CLIENT/MATTER NO. LAWYER DATE TIME

CLIENT: Lex C

MATTER: Goodstein

LAWYER'S NAME: Fillman

DESCRIPTION OF SERVICE

reviewing file

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

8

1845 015 022 1 28 75 8.0

CLIENT/MATTER NO. LAWYER DATE TIME

CLIENT: Rex

MATTER: Goodstein

LAWYER'S NAME: Fillman

DESCRIPTION OF SERVICE

Trial

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

9

1845 015 022 1 27 75 3.8

CLIENT/MATTER NO. LAWYER DATE TIME

CLIENT: Rex Nored

MATTER: Goodstein

LAWYER'S NAME: Fillman

DESCRIPTION OF SERVICE

reviewing file
conf MAS
prep trial

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

10

11

1845 | 015 | 022 | 1 23 75 | 8.0
CLIENT/MATTER NO. | LAWYER | DATE | TIME

CLIENT: Rex-Noreco
MATTER: Goodstein
LAWYER'S NAME: Fillman

DESCRIPTION OF SERVICE: attendance at trial

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

12

1845 | 015 | 022 | 1 22 75 | 7.5 | 6.5
CLIENT/MATTER NO. | LAWYER | DATE | TIME

CLIENT: Rex-Noreco, Inc.
MATTER: Goodstein
LAWYER'S NAME: J. Fillman

DESCRIPTION OF SERVICE: Trial USDC - S.D.N.Y.

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

13

1845 | 015 | 022 | 1 21 75 | 8
CLIENT/MATTER NO. | LAWYER | DATE | TIME

CLIENT: Rex-Noreco Inc.
MATTER: Goodstein
LAWYER'S NAME: J. Fillman

DESCRIPTION OF SERVICE: attendance at trial

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

14

1895 | 015 | 022 | 11 20 75 | 4.5

CLIENT/MATTER NO. LAWYER DATE TIME

CLIENT: Rex-Noreco Inc.

MATTER: Goodstein

LAWYER'S NAME: J. Fillman

attendance at trial

DESCRIPTION OF SERVICE

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

15

1895 | 015 | 022 | 1 19 75 | 10.

CLIENT/MATTER NO. LAWYER DATE TIME

CLIENT: Rex-Noreco Inc.

MATTER: Goodstein

LAWYER'S NAME: J. Fillman

preparation for trial
research [illegible]

DESCRIPTION OF SERVICE

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

16

1895 015 022 1 17 75 7.0

CLIENT/MATTER NO. LAWYER DATE TIME

CLIENT: Rex Noreco

MATTER: Goodstein

LAWYER'S NAME: Fillman

prep [illegible] trial [illegible]

DESCRIPTION OF SERVICE

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

17

7895	015	032	1 16 75	4
CLIENT/MATTER NO.		LAWYER	DATE	TIME

CLIENT Rex-Noreco Inc.

MATTER Goodstein

LAWYER'S NAME J. Fillman

DESCRIPTION OF SERVICE

preparing for trial

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

18

7895	015	032	1 15 75	3
CLIENT/MATTER NO.		LAWYER	DATE	TIME

CLIENT Rex-Noreco, Inc.

MATTER Goodstein

LAWYER'S NAME J. Fillman

DESCRIPTION OF SERVICE

Motion

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

19

7895	015	032	1 14 75	4
CLIENT/MATTER NO.		LAWYER	DATE	TIME

CLIENT Rex-Noreco Inc.

MATTER Goodstein

LAWYER'S NAME J. Fillman

DESCRIPTION OF SERVICE

Preparation for trial
Reviewing motion in Sullivan
County case

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

CLIENT/MATTER NO. | LAWYER | DATE | TIME

20

CLIENT: Rex-Noreco Inc.

MATTER: Goodstein — LAWYER'S NAME: J. Fellman

DESCRIPTION OF SERVICE:

Attendance at hearing before Judge Lasker
Attendance at hearing before Mag. Hartenstein

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

CLIENT/MATTER NO.		LAWYER	DATE			TIME
1895	015	022	12	11	74	6

21

CLIENT: Rex-Noreco Inc.

MATTER: Goodstein — LAWYER'S NAME: J. Fellman

DESCRIPTION OF SERVICE:

S/P Salitan

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

CLIENT/MATTER NO.		LAWYER	DATE			TIME
1895	015	022	12	10	74	5

22

CLIENT: Rex-Noreco Inc.

MATTER: Goodstein — LAWYER'S NAME: J. Fellman

DESCRIPTION OF SERVICE:

Preparing affidavit for hearing
S/P Martin, Jerold
S/P Salitan
Hearing before Judge Lasker

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

CLIENT/MATTER NO. | LAWYER | DATE | TIME

CLIENT: Rex-Noreco Inc.

MATTER: Goodstein

LAWYER'S NAME: J. Tillman

DESCRIPTION OF SERVICE:

S/P Saletan
Conf. Kalman re: drafting affidavit
Reviewing Filipowski affidavit

23

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

7895 015 022 11 12 74

CLIENT/MATTER NO. | LAWYER | DATE | TIME

CLIENT: Rex-Noreco, Inc.

MATTER: Goodstein

LAWYER'S NAME: J. Tillman

24

DESCRIPTION OF SERVICE:

Letter to Filipowski
S/P Saletan, Sweeney

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

7545 015 02 10 3 74 4

CLIENT/MATTER NO. | LAWYER | DATE | TIME

CLIENT: Rex-Noreco Inc.

MATTER: Goodstein

LAWYER'S NAME: J. Tillman

25

DESCRIPTION OF SERVICE:

Reviewing 2D Affidavit

ATTORNEY'S COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

CLIENT/MATTER NO. LAWYER DATE TIME

26

CLIENT: Rex - Noreco

MATTER: Rex v. Goodstein et ano. (01)

LAWYER'S NAME: Kalmus

DESCRIPTION OF SERVICE:

Multiple T/C Salitan —
Order to Show Cause
And Baker affidavit in support
T/C Judge Lasker's Chambers

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

7895 015 12612 574 5

CLIENT/MATTER NO. LAWYER DATE TIME

27

CLIENT: Rex — Noreco

MATTER: Rex v. Goodstein et ano (01)

LAWYER'S NAME: Kalmus

DESCRIPTION OF SERVICE:

2 T/c Judge Lasker's Chambers
Kalmus affidavit
Putting together motion papers and arranging for delivery for signature
Letter to Judge Lasker
Several T/C with Salitan including one of an hour's duration

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

7895 015 12612 674 1

CLIENT/MATTER NO. LAWYER DATE TIME

28

CLIENT: Rex Noreco

MATTER: Rex v. Goodstein et ano.

LAWYER'S NAME: Kalmus

DESCRIPTION OF SERVICE:

Multiple T/C Client
Arrangements for service order to Show Cause
Affidavits of service

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

1895 | 015 | 126 | 12 10 74 | 2.5
CLIENT/MATTER NO. | LAWYER | DATE | TIME

CLIENT
Rex – Noreco

MATTER
Rex v. Goldstein et al. (01)

LAWYER'S NAME
Kalmus

DESCRIPTION OF SERVICE
Court appearance

29

ATTORNEY COPY FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN

471

472

Exhibit B

April 24, 1975

Hon. Morris E. Lasker
United States District Judge
United States District Court
Southern District of New York
United States Courthouse
Foley Square
New York, N. Y. 10007

BY HAND DELIVERY

Re: Rex-Noreco, Inc. v. Goodstein, et al.

Dear Judge Lasker:

Pursuant to the provisions of the Court's Memorandum disposing of the plaintiff's motion to cite all defendants for contempt, I am herewith submitting xerox copies of time records of myself and Mrs. Kalmus which I believe support a claim by plaintiff for attorneys' fees resulting from the contempt of at least $4,000. My standard billing rate is $100 per hour and Mrs. Kalmus' standard billing rate is $60 per hour. All of the time reflected by the enclosed records was, in fact, billed to Rex-Noreco, Inc. at the said standard rates. You will note that there is approximately $3,000 of time directly attributable to preparation of the motion papers concerning the contempts.

I am also including time records covering preparation for and attendance at trial because, as the examination of Messrs. Goodstein and Filipowski demonstrated, certain of the evidence adduced at trial related to the facts supporting the motion for contempt that was ultimately made after trial.

Very truly yours,

Jeffrey A. Filiman

JAF:cjh
Enclosures
cc: Mark E. Arroll, Esq.
John F. Martin, Esq.

473

MARK E. ARROLL
ATTORNEY AT LAW
261 BROADWAY
NEW YORK, N. Y. 10007
TELEPHONE 732-3375
732-3361

April 28, 1975

Hon. Morris E. Lasker
United States District Court
Southern District of New York
United States Courthouse
Foley Square
New York, N.Y. 10007

re: Rex-Noreco, Inc. v. Goodstein, et al
74 MEL 1728

Dear Judge Lasker:

I am in receipt of two letters from Mr. Fillman, one dated April 11, 1975, postmarked April 21, 1975 and received April 23, 1975. I am also in receipt of his letter to you dated April 24, 1975 which latter letter is concerned with the amount of attorneys' fees, if any, to be assessed against the defendants on the recent contempt motion. I should like to deal with each letter separately.

With regard to Mr. Fillman's letter dated April 11th, it is correct, as he states, that prior to writing to you he called my attention to what he believed to be errors of law in my supplemental memorandum dated April 9, 1975. However, to make sure the record is clear, at no time did I tell Mr. Fillman, directly or indirectly, that I agreed with his interpretation and in fact I take just the opposite position as outlined in my supplemental memorandum dated April 9, 1975.

It is the undersigned's position that the applicable provisions of the Pension Reform Act relating to forfeiture prohibit this type of forfeiture and that these provisions are applicable to this case as the attempted enforcement of this provision is taking place after the enactment of the statute in September, 1974.

It is plaintiff's position that Section 211(b)(2) of the Pension Reform Act is applicable and that that section shows a different effective date for the forfeiture provisions than cited by the undersigned. It is respectfully submitted that a mere reading of Section 211(b)(2) shows its inapplicabi-

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lity to this case. Section 211(b)(2) states clearly that it applies to Sections 205, 206(d) and 208 of the Pension Reform Act. These sections have absolutely nothing to do with the forfeiture provisions involved.

Section 205 refers to joint and survivor annuity requirements. Section 206(d) provides in substance that pension rights are not assignable or alienable. Section 208 refers to mergers and consolidations of plans or transfers of plan assets. In short, Section 211(b)(2) dealing with effective dates of various sections of the Pension Reform Act is totally inapplicable to the forefeiture provisions of the Pension Reform Act.

The applicable provisions of the Pension Reform Act relating to forfeiture have been previously cited to the court in the supplemental memorandum of law dated April 9, 1975. That provision is found in Section 1012 of the PensionReform Act, which is Section 411(a)(3)(D)(ii) of the Internal Revenue Code. The language of the aforesaid section has already been cited on page 15 of my supplemental memorandum of law. The language clearly states that such forfeiture is not permitted.

So that there may be no question of the unenforceability of any such forfeiture provision the undersigned is taking the liberty of enclosing a photocopy of the applicable section of the PensionReform Act of 1975 with this letter (see page 176 of the enclosed photocopy).

Plaintiff's counsel in his letter of April 11th makes reference to the fact that plaintiff's plan year for its pension commences on or about August 1st. It is respectfully submitted that although this may be correct there was no such evidence offered at the trial. In any event it is the clear philosophy of this Act that pension rights are not to be forfeitable and it would, in the undersigned's opinion, be a miscarriage of justice to suggest that even if the technical effective date of the statute is not applicable in the instant situation that the court permit a forfeiture, when the United States Congress has already ruled that even under plaintiff's view

such forfeiture shall not be permitted in the future. Courts have already invoked some of the Federal rules of evidence which are technically not effective until July 1, 1975 upon the theory that they clearly represent a better point of view and certainly represent clear legislative intent. In fact, this court followed this very procedure in this trial.

Finally, this forfeiture may not be permitted by reason of the fact that it is an unreasonable forfeiture provision, unenforceable under the laws of this state, for the reasons set forth in defendant's supplemental memorandum of law dated April 9, 1975 and by reason of the authorities cited therein.

Turning now to the plaintiff's request for attorneys' fees, plaintiff's counsel has by letter dated April 24, 1975 referred to various time sheets showing hours expended regarding this present motion for contempt. Plaintiff has taken the court's setting of a bond of $4,000 as an invitation to show that its attorneys' fees in this matter for this recent contempt motion are at least in that sum. Perhaps we should all be thankful that the court did not require a $10,000 bond.

It is apparently plaintiff's position that by making the utterly outrageous claim for counsel fees that defendants shall respond by making some sort of a reasonable suggestion and that hopefully the court will settle the question of attorneys' fees between plaintiff's outlandish request and some reasonable response of defendants so that counsel fees will merely be awarded in an unreasonable amount. It is respectfully submitted that plaintiff is entitled to no counsel fees or costs on this motion. To the contrary, it should be defendants who should obtain counsel fees from plaintiff.

This court has already signed an order lifting the preliminary injunction. In effect, this says that the preliminary injunction should never have been granted to begin with. This preliminary injunction was substantially

COPY

Hon. Morris E. Lasker
April 28, 1975
Page three

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This court has already signed an order lifting the preliminary injunction. In effect, this says that the preliminary injunction should never have been granted to begin with. This preliminary injunction was substantially

COPY

Hon. Morris E. Lasker
April 28, 1975
Page four

obtained in the first instance because of the direct misrepresentations of plaintiff. The undersigned has repeatedly called to the court's attention the misrepresentations contained in the affidavit of Mark A. Salitan sworn to April 25, 1974, where it was unequivocally stated that plaintiff sold both new and used mobile homes. In addition thereto plaintiff attached voluminous newspaper advertising also stating it sold both new and used mobile homes and that in substance it dealt with mobile homes of all sizes, shapes and models. Plaintiff of course knew at the time these affidavits were submitted in support of their application for a preliminary injunction that the statements contained therein were false. It was only at the trial of this matter that these statements were finally shown conclusively to be lies. Even at the trial plaintiff attempted to circumvent its untenable position by having Clyde Baker, its manager, attempt to testify that just a day or two before plaintiff was about to go into the new mobile home market and in fact had made a sale of a new mobile home to an individual whose name no one could remember, whose contract no one could find and the details of which sale no one knew anything about. In short, another lie.

Plaintiff obviously submitted this affidavit and perjurious testimony at the trial in an attempt to create the impression that plaintiff and defendant were competitive. Plaintiff, and only plaintiff, knew what its stock in inventory consisted of and plaintiff knew that no preliminary injunction could ever be granted unless it could be shown that plaintiff and defendant were substantially competitive. Based on these misrepresentations to the court the preliminary injunction was granted. Based on the so-called violation of the preliminary injunction, plaintiff has made this latter motion for contempt.

But for its own misrepresentations, which have never been denied by plaintiff's counsel once defendants had called it to the court's attention, this preliminary

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injunction would never have been granted. Plaintiff should not be able to benefit from its own wrongdoing. Plaintiff has perpetrated a fraud on this court and everyone knows it. If plaintiff had told this court from the outset that it dealt solely in used mobile homes and that defendants were only selling new mobile homes, that plaintiff's used refurbished mobile homes averaged five years of age, and that the price difference between five year old refurbished mobile homes and factory new mobile homes was substantial, as is the conceded state of facts, the preliminary injunction would never have been granted. Furthermore if plaintiff had been honest and told the court that its inventory consisted of only ten and twelve foot mobile homes rather than suggesting that it had all size mobile homes, then clearly the preliminary injunction would never have been granted in view of the fact that defendants had no ten foot mobile homes, very few twelve foot mobile homes and all the rest of their inventory consisted of fourteen and twenty-four foot, factory new mobile homes.

Why didn't plaintiff call this to the court's attention? It was the only party which had knowledge of these facts. But for its misrepresentations there never would have been a preliminary injun ction.

This court in its decision dated April 14, 1975 stated that for the first time at the trial it learned that plaintiff had many competitors within a ten mile radius of plaintiff's Loch Sheldrake location and many more within a twenty-five mile radius. The court further stated that it was not aware of this at the time the preliminary injunction was granted and that this should have been brought to the court's attention.

Neither of defendants' present counsel represented defendants at the time the preliminary injunction was granted. However, the suggestion by the court, if one is indeed being made, that it was somehow defendants' burden to show there were other competitors in the area, is, in the undersigned's

opinion, totally misplaced. It is hornbook law that the party seeking the injunction has to show by clear and convincing evidence entitlement to same. It was clearly the plaintiff's obligation in seeking a preliminary injunction to show lack of other competitors in the area rather than defendants' obligation to show there were other competitors in the area as defendants' present counsel did do at the trial. Why didn't plaintiff advise the court there were other competitors in the area? The yellow pages were just as accessible to them as to anyone else.

In short, plaintiff is not entitled to any counsel fees by reason of the doctrine of clean hands which provides that a court of equity does not grant relief to a party which has perpetrated a fraud or otherwise acted inequitably.

Plaintiff should be further denied counsel fees upon the ground that this present motion for contempt dated February 27, 1975 was totally unnecessary. Certainly after the trial of this matter where it was established beyond peradventure that plaintiff and defendant were totally non-competitive by reason of both the age of the mobile homes involved, the price of same, the different financing arrangements as well as the size of same, that plaintiff clearly did not sustain any damages as a result of defendants' so-called competition. Furthermore, once the trial was completed plaintiff knew that literally thousands of competitors were shown to have existed within plaintiff's so-called seventy-five mile competitive area and that therefore under the authorities cited by plaintiff and this court (the Babee case), no damages could conceivably be awarded.

Why then make this frivolous motion? We can now state unequivocally that it was frivolous because this court has already ruled by reason of all of the foregoing that plaintiff sustained no damages whatever.

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Hon. Morris E. Lasker
April 28, 1975
Page seven

A third reason why plaintiff should receive no counsel fees at all is because this latter motion of plaintiff had in effect already been decided by the court. Plaintiff had previously made a motion in August, 1974 for contempt which had been granted. Therefore, plaintiff's motion for contempt dated February 27, 1975 had in effect already been determined as the law of the case by the court's prior determination that the defendants had committed a contempt. All that plaintiff had to do in this latter motion was simply make a brief one or two sentence reference to the court's prior holding and then set forth those sales which they claim constituted a violation of the court order dated May 20, 1974 which sales were not included in its prior motion for contempt. Of course one wonders why plaintiff found it necessary to make not two motions for contempt but in fact three. Why didn't the plaintiff when it made its previous motion for contempt in August, 1974 include all sales made until that date rather than just the August sales? What plaintiff has done is made a multiplicity of contempt motions hoping that it will receive counsel fees presumably for each of them. Plaintiff has already been awarded $2,000 in counsel fees for its prior motion for contempt and it is respectfully submitted that all that was required in this case, if indeed any motion for contempt should have been made, was one simple motion listing all the sales and requesting appropriate counsel fees, if any.

Why now should plaintiff be entitled to any additional counsel fees other than what it had already received when this latter motion was simply a duplication of its prior motion and merely contained sales not referred to in its prior motion, many of which had already taken place when the prior motion was made in August, 1974.

Finally, if this court somehow feels obliged to award counsel fees to plaintiff on this latter motion for contempt, it is submitted that the request by plaintiff's

Hon. Morris E. Lasker
April 28, 1975
Page eight

counsel as set forth in his letter of April 24, 1975 together with the enclosed time sheets is totally outrageous. One hesitates to even discuss the amount of attorneys' fees that should be allocated to this motion because this may be construed as a concession that some attorneys' fees are due and owing. It is respectfully submitted that absolutely none are due and owing by the defendants to plaintiff and in fact the contrary should be the case. Nevertheless, being mindful of his obligation to his client to discuss all matters, the undersigned is constrained to discuss briefly the time records submitted by plaintiff's counsel referred to above.

At the outset it should be understood that the attorneys' fees for contempt according to the court's decision of April 14th, are limited to those reasonable hours necessary to plaintiff's latter motion for contempt of February 27, 1975. The court did not state that plaintiff was entitled to counsel fees on any prior motion for contempt such as the motion made in December, 1974 or for any other legal proceeding. Plaintiff's latter motion for contempt was a simple nine page affidavit which should not have taken more than about an hour's work. Nevertheless plaintiff's counsel submits eleven sheets of time records containing on the first two sheets photocopies of four time cards and on the second batch of nine sheets three time cards on each sheet with the exception of the third sheet from the front which has only one time card. No attempt shall be made to analyze each and every time card. However, a few comments are in order.

Plaintiff has included in its time charges the time spent on the application for the order to show cause to punish for contempt returnable in December, 1974. This is not in accordance with the court's direction. That motion was based upon the fact that defendants had not moved the mobile homes more than two hundred miles as the

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Hon. Morris E. Lasker
April 28, 1975
Page nine

court previously directed. That motion was not based on any damages for any sales because as conceded in that motion no sales had taken place for the period involved. That motion was denied by the court upon the condition that the defendants continue to refrain from making sales, as they did, and that the Kingston Bank temporarily forego any foreclosure proceedings, which commitment the Kingston Bank gave this court both in writing and verbally.

The present motion of February 27, 1975 is not a renewal of the motion of December, 1974. The motion of December, 1974 was based on a different state of facts than the present motion of February, 1975. That motion of December, 1974 was based, as previously indicated, on the failure of the defendants to move the mobile homes more than two hundred miles and not on any sales. The motion of February, 1975 was based on certain alleged sales, which the court has found caused the plaintiff no damage whatever. The court in its decision of April 14th clearly indicated that the attorneys' fees to be awarded were related to this latter motion of February, 1975 and not to any prior motions. Therefore, any time allocated by plaintiff's counsel to the prior motion of December, 1974 for contempt, as well as court conferences for same, should be disallowed in its entirety.

Plaintiff's counsel has further allocated one-half of an eight day trial to the motion for contempt. Not one second of the trial should be allocated to the motion for contempt. Manifestly the trial was going to take place in any event. The trial was not a contempt proceeding. It was a trial on the merits of the law s uit. The only time allocated to attorneys' fees for the motion for contempt should be those hours which would not have been expended by plaintiff's counsel but for the motion for contempt. The trial took place anyhow.

One is constrained to comment that an attempt at allocation of four days of an eight day trial on the merits to a motion for contempt is typical of the outlandish claims

that have been made by plaintiff in this case. The vague references to reviewing the file found on various time sheets as the court well knows are the usual notations lawyers employ when filling out time cards to make sure they have accounted for all of their time and that enough time is charged to the client. Obviously any reviewing of the files which plaintiff's counsel did, such as on January 29, 1975 and January 27, 1975, was not for the purpose of making a motion for contempt in December, 1974 or for making a motion for contempt one month later. These reviews, if they took place, obviously relat to the memoranda of law which were being submitted at that time as well as the correspondence that was going on relating to the injunctions and the like.

The time cards referring to preparation of the trial mean just that and are totally inapplicable to a motion for contempt. The time card reference of January 15, 1975 entitled "motion" and the notation dated January 14, 1975 referring to preparation for trial and reviewing motion in Sullivan County case truly represent the height of absurdity. The reference to preparation for trial has absolutely nothing to do with the motion for contempt. The reference to reviewing motion in Sullivan County case, as well as the other time card which is simply entitled "motion" refers to another motion in a case in Sullivan County, New York, which is another and different case.

To suggest that time spent on another case in another court can be attributed to a motion for contempt in this court is the height of effrontery and absurdity and if the court will permit, requires total "chutzpah" on the part of plaintiff's counsel in making such a suggestion. It is only because of the total absurdity of such a claim that the undersigned is taking the liberty of speaking in the vernacular, which I am sure is understood by all parties to this law suit, and I am sure no translation is necessary.

The references to trial preparation, to hearings before Magistrate Hartenstein which related to the scheduling of examinations before trial and the rulings

COPY

Hon. Morris E. Lasker
April 28, 1975
Page eleven

thereon are again totally inapplicable to a motion for contempt. The reference to preparation of letters to defendant Filipowski on November 12, 1974 has absolutely nothing to do with this proceeding. The only references by plaintiff's counsel on its own time records relating to the present motion for contempt are three time cards totalling 6.7 hours of work.

Frankly, if plaintiff's counsel needs almost a full day to prepare a simple motion for contempt, he is not worth $100 an hour. If plaintiff's counsel took almost one day to prepare the motion for contempt one would like to see the time sheets involved in preparing the various memoranda of law as they must literally have involved hundreds of hours of work. In short, if any allowance is to be made for this motion for contempt, one hour would be more than enough. The court should bear in mind that the motion for contempt was largely repetitive of the facts and law set forth in plaintiff's memorandum on damages as well as its prior motions for contempt. Assuming this motion should even have been made to begin with, all plaintiff's counsel literally had to do was to lift various sections of its prior affidavits in support of its prior motions for contempt and then recite the sales that it claimed constituted the contempt. It is hard to imagine how this could take more than minutes of dictation.

Since Mrs. Kalmus' time is being charged at $60 an hour and Mr. Fillman's at $100 an hour, and as Mrs. Kalmus was obviously familiar with this matter as she attended every day of the trial and in fact prepared the prior motion for contempt (according to plaintiff's time sheets), then it is suggested that defendants get the benefit of her hourly rate rather than Mr. Fillman's.

Even if this court finds that this motion for contempt should have been made and that in the abstract some allowance for attorneys' fees should be granted, it is finally submitted that no attorneys' fees should be granted to this

plaintiff who has wilfully exaggerated and inflated the time involved. There is a general maxim of law that a court may deny relief to a party who has wilfully exaggerated his claim upon the theory that the court is not required to try to ferret out the legitimate items from the palpably improper ones. This court and other courts do this constantly regarding improper demands for interrogatories, improper demands for bills of particulars, wilful exaggeration of liens (see Sections 39, 39-a of the Lien Law), as well as a multitude of other instances. On this ground alone plaintiff's blatantly outrageous request for attorneys' fees in excess of $4,000 for a simple motion should be denied outright.

Respectfully,

MARK E. ARROLL

MEA
hs
Encl.

cc: Finley, Kumble, Heine,
Underberg & Grutman, Esqs.

John F. Martin, Esq.

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
---------------------------------------X

REX-NORECO, INC.,

Plaintiff,

-against-

74 Civ. 1728

ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR HOMES, INC., and ADAM FILIPOWSKI,

MEMORANDUM

Defendants.
---------------------------------------X

APPEARANCES:

FINLEY, KUMBLE, HEINE, UNDERBERG & GRUTMAN, ESQS.
477 Madison Avenue
New York, New York 10022
Attorneys for Plaintiff

MARK E. ARROLL, ESQ.
261 Broadway
New York, New York 10007
Attorney for defendant ISIDORE GOODSTEIN

JOHN F. MARTIN, ESQ.
342 Madison Avenue
New York, New York 10017
Attorney for Defendants PARKSVILLE MOBILE MODULAR HOMES, INC. and ADAM FILIPOWSKI

LASKER, D.J.

By memorandum dated March 24, 1975 we found Goodstein liable in damages to Rex because, while still an employee and without Rex's knowledge, he set up a competing business and charged part of the cost to Rex. We directed the parties to file memoranda setting forth their views as to (1) whether the law of New Jersey or New York governs determination of damages in this case and (2) whether, under the applicable law, the forfeiture provision in the Profit Sharing and Pension Plan ("Plan") is enforceable. The choice of law problem loses importance because the law of both states is the same in all relevant respects. Compare Bradford v. New York Times, 501 F.2d 51 (2d Cir. 1974) and cases cited there, with Sprecht v. Eastwood-Nealley Corp., 34 N.J. Super. 156, 111 A.2d 781 (1955), Stopford v. Boonton Molding Co., Inc., 56 N.J. 169, 265 A.2d 657 (1970), Russell v. Princeton Laboratories, Inc., 50 N.J. 30, 35, 231 A.2d 800 (1967).

I.

A liquidated damages provision in an employment contract or a pension plan is valid under the law of either state only if it protects a legitimate interest of the employer in preventing competition or some other occurrence (such as embezzlement); represents a good faith effort to estimate the actual damages which would flow from

a breach; and does not constitute a penalty. Bradford v. New York Times, supra, 501 F.2d at 57, Seidlitz v. Auerbach, 230 N.Y. 167, 129 N.E. 461 (1970), Specht v. Eastwood-Nealley Corp., supra.

In this case there is no evidence that the forfeiture provision of the pension agreement was the result of a good faith effort by the parties to estimate the actual damages which might flow from a default. Moreover, the terms of the provision itself virtually require a finding of unreasonableness: Although the amount of the forfeiture (i.e. accrued benefits) increases with the length of employment, the plan does not distinguish between relatively minor violations, for example, misuse of postage stamps or telephone service, and more serious ones, such as the sale of bona fide trade secrets to a competitor.

Moreover, putting aside the facial language of the provision, no evidence of record suggests that Rex has sustained or is likely to sustain damages approximating the amount of Goodstein's accrued pension benefits (some $15,000.) as a result of Goodstein's failure to disclose that he was organizing Parksville while still a Rex employee.[1/] The cost of the telephone calls which were charged to Rex is fixed and readily ascertainable. The amounts paid to Goodstein for severance pay and moving expenses are also fixed; and Rex is entitled to these

items because it surely would not have made these voluntary payments had it known of Goodstein's disloyalty.

However, Rex has not established that it incurred any other actual damages. Parksville did not engage in business until well after Goodstein's resignation and there is no evidence that his work for Rex was in any way unsatisfactory before that time. To assess liquidated damages of over $15,000. for his misuse of a credit card and the gracelessness of his exit would constitute a penalty as a matter of law. This finding renders the forfeiture clause unenforceable.

It follows that Rex is entitled only to the damages actually flowing from his improper use of the telephone credit card, that is: (1) the amount of the telephone charges incurred in connection with the organization of Parksville, and (2) the amount of the moving expense and severance payments voluntarily paid by Rex.

II.

By memorandum dated April 14, 1975 we found all the defendants to be in contempt of the preliminary injunction entered May 20, 1974, and awarded reasonable attorneys fees to plaintiff for counsel's services in connection with the second contempt motion. On consideration of the affidavit of Lenore D. Kalmus and the time records submitted, we find that plaintiff is entitled to $1,000.

in fees.

Plaintiffs are directed to submit within ten days a judgment incorporating our findings of fact and conclusions of law as to the case on the merits, and an order relating to the second contempt motion.

It is so ordered.

Dated: May 14, 1975.
New York, New York

MORRIS E. LASKER
U.S.D.J.

FOOTNOTE

1. In our March 24, 1975 memorandum, we have already determined that Rex is not entitled to damages for the sales made by Parksville.

May 29, 1975

Ralph Arditi, Esq.
United States District Court
Southern District of New York
United States Courthouse
Foley Square
New York, N. Y. 10007

Re: Rex-Noreco, Inc. v. Isidore Goodstein, et al.

Dear Mr. Arditi:

Pursuant to our telephone conversation of yesterday, I spoke with Mr. Arroll concerning the difference of opinion concerning the amount of telephone charges substantiated by the evidence. As a result, Mr. Arroll and I have each agreed nto to contest a finding by the Court that the damages representing unauthorized telephone charges is $350.

I also suggested to Mr. Arroll that paragraph 5 of his proposal be deleted. I pointed out to Mr. Arroll that Rule 62(a) provides for an automatic ten day stay and, there being no pressing need for an additional stay, no additional provisions should be made. Mr. Arroll indicated that he would be willing to agree to a stay of twenty days but would not agree to eliminating the paragraph entirely. I advised Mr. Arroll that I cannot agree to any stay beyond that provided by the rules and that any such additional stay should be based upon specific application with a showing of appropriate grounds.

Continued - -

Ralph Arditi, Esq.
United States District Court
Southern District of New York
Page Two

May 29, 1975

As far as Mr. Arroll's proposal on interest is concerned, I cannot accept any suggestion that plaintiff receive less interest than it is entitled to under applicable law.

Very truly yours,

Jeffrey A. Fillman

JAF:cjh
cc: Mark E. Arroll, Esq.
John F. Martin, Esq.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

U.S. DISTRICT COURT FILED JUN 11 1975 S.D. OF N.Y.

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REX-NORECO, INC.,

Plaintiff, : 74 Civ. 1728 M.E.L.

- against - :

JUDGMENT

ISIDORE GOODSTEIN, PARKSVILLE MOBILE MODULAR HOMES, INC., and ADAM FILIPOWSKI,

75,524

Defendants. :

- - - - - - - - - - - - - - - - - - - x

The above entitled and numbered cause having come on for trial on the merits on January 20, 1975, and the parties having appeared through their representatives and attorneys and having announced ready for trial; and thereafter the Court having heard the evidence and the argument of counsel and having considered the pleadings and written briefs of the parties, and the Court having on March 24 and May 14, 1975 rendered its Memorandum Opinions in this cause; and it appearing to the Court as set forth in said Opinions that the facts are as expressly set forth in the Findings of Facts contained in the Memorandum Opinion of March 24, 1975 and the applicable law is as expressly set forth in the Conclusions of Law contained in the Memorandum Opinion of March 24, 1975, subject to the further conclusions of law expressed in the Memorandum Opinion of May 14, 1975; and the Court having entered an Order on April 3, 1975 permanently vacating the preliminary injunction previously entered herein; and it appearing to the Court as set forth in said Memorandum Opinions that judgment should be rendered for plaintiff to the extent hereinafter set forth and for defendants to the extent

also hereinafter set forth;

It is accordingly, ORDERED, ADJUDGED AND DECREED,

1. That plaintiff Rex-Noreco, Inc. recover of the defendant Isidore Goodstein the aggregate sum of ~~$37,956.03~~ $3,816.02 MEL, representing the amount of telephone charges incurred by plaintiff in connection with defendant Goodstein's organization of Parksville Mobile Modular Homes, Inc. and the amount of moving expenses and severance payments voluntarily paid by plaintiff to defendant Goodstein on February 7, 1974, with interest thereon from February 7, 1974 at the rate of 6% as provided by law; MEL

2. That the plaintiff take nothing as damages in respect of the claims asserted in the Amended Complaint as against defendant Parksville Mobile Modular Homes, Inc. and defendant Adam Filipowski; and

3. That no party recover costs as against any other party hereto.

Dated: New York, New York
~~Nov~~ 6/11/, 1975.

[signature]
U.S.D.J.

JUDGMENT ENTERED - 6/12/75
[signature]
CLERK

A TRUE COPY
RAYMOND F. BURGHARDT, Clerk
By [signature]
Deputy Clerk